

EXHIBIT A

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Location : Fort Bend [Images](#) [Help](#)

REGISTER OF ACTIONS

[CASE NO. 16-DCV-237779](#)

Leroy & Erika Franklin, Jr. vs. Seterus, Inc., Bank of America and Federal
National Mortgage Association, A/K/A Fannie Mae

Case Type: **Contract - Other Contract**
Date Filed: **12/14/2016**
Location: **240th District Court**

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PARTY INFORMATION

Defendant or Respondent **Bank of America Mortgage**
Addison, TX 75001

Attorneys

Defendant or Respondent **Seterus, Inc.**
Dallas, TX 75201-3136

Plaintiff or Petitioner **Franklin, Erika**

Byron Keith Watson
Retained
713-771-8777(W)

Plaintiff or Petitioner **Franklin, Leroy N, Jr**
Richmond, TX 77469

Byron Keith Watson
Retained
713-771-8777(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

12/14/2016	Docket Sheet	<i>Docket Sheet</i>
12/14/2016	Petition Doc ID# 1	<i>Plaintiffs' Original Petition and Application for Temporary Restraining Order</i>
12/14/2016	Case Information Sheet	<i>Civil Case Information Sheet</i>
12/14/2016	Request Doc ID# 2	<i>Request for Process</i>
12/15/2016	No Fee Documents Doc ID# 3	<i>Plaintiff's TRO Exhibit List</i>
12/16/2016	Temporary Restraining Order Doc ID# 4	<i>Temporary Restraining Order & Order Setting Hearing for Preliminary Injunction (Denied)</i>
12/16/2016	Amended Filing Doc ID# 5	<i>Amended Petition & Application for Temporary Restraining Order</i>
12/16/2016	Proposed Order Doc ID# 6	<i>Temporary Restraining Order & Order Setting Hearing for Preliminary Injunction (Returned Unsigned 12-20-16)</i>
12/20/2016	Temporary Restraining Order Hearing (1:00 PM) (Judicial Officer Bridges, Chad)	<i>Temporary Restraining Order and Order Setting Hearing for Preliminary Injunction.</i>
12/21/2016	Request Doc ID# 7	<i>Request For Process</i>
12/22/2016	Temporary Restraining Order Doc ID# 8	<i>Temporary Restraining Order & Order Setting Hearing for Preliminary Injunction</i>
12/22/2016	Issuance Doc ID# 9	<i>Citation Issued to Bank of America Mortgage</i>
12/22/2016	Citation	<i>Hold for Attorney Pick Up</i>
		Bank of America Mortgage
12/22/2016	Issuance Doc ID# 10	<i>Unserved</i>
		<i>Citation Issued to Seterus, Inc.</i>
12/22/2016	Citation	<i>Hold for Attorney Pick Up</i>
		<i>Seterus, Inc.</i>
12/28/2016	Issuance - TRO/INJ>Show Cause Issued Doc ID# 11	<i>Unserved</i>
		<i>TRO Issued to Seterus Inc.</i>
12/28/2016	Temporary Restraining Orders	<i>Atty Box</i>
		<i>Seterus, Inc.</i>
12/28/2016	Issuance - TRO/INJ>Show Cause Issued Doc ID# 12	<i>Unserved</i>
		<i>TRO Issued to Bank of America Mortgage</i>
12/28/2016	Temporary Restraining Orders	<i>Atty Box</i>
		<i>Bank of America Mortgage</i>
12/28/2016	Letters	<i>Unserved</i>
		<i>Attachment Letter</i>
01/03/2017	Temporary Injunction Hearing (9:00 AM) (Judicial Officer Bridges, Chad)	

FINANCIAL INFORMATION

Plaintiff or Petitioner Franklin, Leroy N, Jr		
	Total Financial Assessment	387.00
	Total Payments and Credits	387.00
	Balance Due as of 01/02/2017	0.00
<hr/>		
12/14/2016	Transaction Assessment	313.00
12/14/2016	E-filing	(313.00)
12/16/2016	Transaction Assessment	2.00
12/16/2016	E-filing	(2.00)
12/16/2016	Transaction Assessment	2.00
12/16/2016	E-filing	(2.00)
12/21/2016	Transaction Assessment	2.00
12/21/2016	E-filing	(2.00)
12/21/2016	Transaction Assessment	68.00
12/21/2016	E-filing	(68.00)

EXHIBIT B

EXHIBIT B-1

CAUSE NUMBER (FOR CLERK USE ONLY):

16-DCV-237779

COURT (FOR CLERK USE ONLY):

STYLED Leroy Franklin v. Seterus, INC., & Bank of America

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

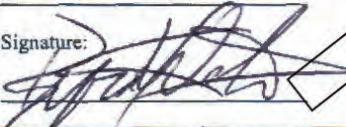
1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name: Byron Keith Watson	Email: Bkwlaw@msn.com	Plaintiff(s)/Petitioner(s): Leroy Franklin	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
Address: 7322 SW Freeway, Suite 580	Telephone: 713-995-4681	Defendant(s)/Respondent(s): Seterus, INC.	Additional Parties in Child Support Case:
City/State/Zip: Houston, TX 77074	Fax: 713-995-4685	Bank of America	Custodial Parent: _____
Signature: 	State Bar No: 20933600	Non-Custodial Parent: _____	
[Attach additional page as necessary to list all parties]			
2. Indicate case type, or identify the most important issue in the case (select only 1):			
<i>Civil</i>			
Contract	Injury or Damage	Real Property	Family Law
<i>Debt/Contract</i> <input type="checkbox"/> Consumer/DTPA <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <i>Foreclosure</i> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: <i>Employment</i> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: <i>Tax</i> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage: <i>Other Civil</i> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <i>Probate/Wills/Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: <i>Related to Criminal Matters</i> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: <i>Other Civil</i> <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: <i>Probate & Mental Health</i> <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: <i>Post-Judgment Actions (non-Title IV-D)</i> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order <i>Parent-Child Relationship</i> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: <i>Other</i> <input type="checkbox"/> Other: <i>Post-Judgment Actions (non-Title IV-D)</i> <input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input checked="" type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	
3. Indicate procedure or remedy, if applicable (may select more than 1):			
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input checked="" type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover
4. Indicate damages sought (do not select if it is a family law case):			
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input checked="" type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000			

EXHIBIT B-2

16-DCV-237779

CAUSE NO. _____

LEROY & ERIKA FRANKLIN, JR.

IN THE DISTRICT COURT

Vs.

§

SETERUS, INC., BANK OF AMERICA
And FEDERAL NATIONAL MORTGAGE
ASSOCIATION, A/K/A FANNIE MAE

§

FT BEND COUNTY, TX

§

Fort Bend County - 240th Judicial District Cour

§

_____ DISTRICT COURT

PLAINTIFFS' ORIGINAL PETITION
& APPLICATION FOR TEMPORARY RESTRAINING ORDER

A. Discovery Control Plan

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

B. Parties

2. Plaintiffs are LEROY N. FRANKLIN, JR. and ERIKA FRANKLIN. Plaintiffs are the owners of the property the subject of this lawsuit and reside at [REDACTED]
[REDACTED]

3. Defendant SETERUS, INC. is the loan service provider for Plaintiffs' mortgage company and may be served with this citation and injunction through their registered agent for service, CT Corp. Systems, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

Defendant BANK OF AMERICA is the mortgagor of said promissory note which is attached to the property the subject of this suit and may be served with citation and this petition by serving either their registered agent for service, CT Corp. Systems, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136 or by serving their local attorneys, BARRETT DAFFIN FRAPPIER TURNER & ENGEL, L.L.P., 4004 Belt Line Road, Suite 100, Addison, Texas 75001.

C. Facts

4. Plaintiffs with the assistance of Defendant Bank of America built their home located at 5827 Sagamore Bay Lane, Richmond, Fort Bend County, Texas on or About November 3, 2003. Defendant was the primary source of funding for said home and Plaintiffs secured said funding by delivering to said Defendant a promissory note and deed of trust securing the mortgage with a first lien on said property. Said Deed of Trust is filed with the clerk of the records for Fort Bend County, Texas. The original Deed of Trust and promissory note executed by Plaintiffs securing payment of the indebtedness was in the original principal amount of \$349,000.00. The promissory note called for the Plaintiffs to pay monthly notes on said property in the amount of \$1,847.58, with the first being due and payable on or about January 1, 2008 and a like payment due and payable each and every month thereafter until 360 payments were made or until the principal amount of the note was paid in full. The monthly payment was the principal and interest for the promissory note and did not include an escrow account to pay property taxes and insurance. Plaintiffs have always maintained their right to pay their property taxes and insurance and have consistently without fail paid their taxes and insurance every year.

Defendant Seterus was contracted by Defendant Bank of America to be the mortgage servicing provider for the Plaintiffs loan. Seterus communicated often with the Plaintiffs that they are the service provider for the mortgage company and constantly informed the Plaintiffs that they were putting an escrow account on the Plaintiffs mortgage despite the protests and objections by the Plaintiffs. Plaintiffs

informed Defendant Seterus they do not need or want an escrow account and complied with all requests by said Defendant indicating prompt payment of the insurance and taxes for said property. Despite showing the Defendant Seterus proof of payments for both taxes and insurance for every year requested, Defendant Seterus continued without fail to place an escrow account on the Plaintiffs' and increased the Plaintiffs' monthly obligations beyond what the Plaintiffs originally contracted for and were willing to do since they had complied with all of the requirements of the original promissory note.

Defendant Seterus began in 2014 refusing to accept the monthly payments of the Plaintiffs which caused great consternation amongst the Plaintiffs and emotional distress because the Plaintiffs were constantly receiving correspondence from the Defendant Seterus stating they were going to foreclose on their home despite the fact that the Plaintiffs were paying the agreed upon monthly note. Plaintiffs had to contact an attorney to help in ensuring that their home was not foreclosed and said attorney has been corresponding with Defendant Seterus since February 2014 concerning the taxes and insurance for said home. Plaintiffs' attorney has corresponded with the Defendant Seterus and their attorneys concerning the violation of Plaintiffs' rights concerning their mortgage. Plaintiffs continued to make payments as per their contract and Defendant accepted some payments and returned others.

Defendant has now scheduled for the Plaintiffs' home to be sold at a foreclosure auction on or about January 3, 2017 on the courtsteps of the county courthouse. A copy of Plaintiffs' Exhibit A details the Notice of Acceleration and

Notice of Substitute Trustee Sale. A Copy of Exhibit B details the payments from Plaintiffs that were returned by the Defendant Seterus because they were refused as being non-compliant. A Copy of Exhibit C details Plaintiffs' attorneys contacting the Defendant Seterus indicating this pending action if they do not cease and desist from this illegal action. A copy of Exhibit D is the Defendant Seterus attorney contacting the Plaintiffs' attorney acknowledging receipt of correspondence demanding cease and desist of Defendant Seterus' actions. Defendant Seterus as the mortgage service provider are not performing their obligations by not allowing the Plaintiffs to remain in their home as promised by the note securing the deed on the Plaintiffs' home. Specifically, by continuing with the forced sale of the Plaintiffs' home, Defendant Seterus is causing Plaintiffs to lose their rights and interest in said home without any valid justification. This is causing Plaintiffs irreparable harm if this sale of said home is allowed to continue. Plaintiffs and their attorneys tried to converse with Defendant Seterus in reference to this matter, but to no avail. Defendant Seterus has no justification for attempting to foreclose on Plaintiffs' home and will be in violation of the property code under the laws of the State of Texas.

Despite Plaintiffs' protestations to Defendant Seterus that there was no default in the Plaintiffs' obligations sufficient to justify foreclosing on Plaintiffs' home, Defendant Seterus has caused a Substitute Trustee Sell of Plaintiffs' home and caused irreparable harm and loss to the Plaintiffs because of the inability of the Plaintiffs to peaceably enjoy their home if it is foreclosed and sold. Plaintiffs will suffer irreparable harm and unless the Defendant Seterus is restrained and

enjoined, Plaintiffs will suffer injury because Defendant has already forcibly locked the Plaintiff out of its business premises once without justification.

The Texas Property Code provides that the Plaintiffs *shall* have the right to possess and use and enjoyment of their home without being deprived of it by wrongful foreclosures by Defendant Seterus. By Defendant Seterus' failure to accept Plaintiffs' payments and properly give the Plaintiffs credit for payments or demand for whatever reason to place an escrow account on the Plaintiffs even though they have paid their obligations in accordance with the Texas Property Code, they have interfered with both the Plaintiffs' rights and duty to possess, use and enjoy their property. Further, Defendant Seterus' attempt to foreclose and sale Plaintiffs' property is directly obstructing Plaintiffs' use and enjoyment of their property.

BREACH OF CONTRACT

Plaintiffs plead for recovery under the doctrine of breach of contract. As the facts stated hereinabove, the Defendant Seterus had a legal obligation to properly service Plaintiffs mortgage and only require monthly obligations as contracted for by the Plaintiffs on Plaintiffs' home. The Defendant breached their obligations owed to the Plaintiffs by virtue of the mortgage deed of trust and promissory note in violation of the Texas Property Code. Plaintiffs herenow sue for those breaches and seeks unliquidated damages in an amount that is within the jurisdictional limits of the court.

Defendant's non-performance constitutes a breach of the agreement of the parties. As a result of the Defendant's breach, it is probable Plaintiffs will recover

from Defendants after trial on the merits because Defendant failed to adhere to the Texas Property Code and violated the terms of the promissory note and deed of trust agreements they entered into with Plaintiffs. Plaintiffs are entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code Chapter 38.001(8) (Vernon 1986) because this is a suit for a claim of breach of contract and conversion listed in Section 38.001(8).

D. CONDITIONS PRECEDENT

All conditions precedent have been performed or have occurred by the Plaintiffs and Plaintiffs are ready, willing and able to perform each and every obligation imposed by the promissory note and deed of trust and to perform such acts as the Court deems necessary. Plaintiffs will show that there is no adequate remedy at law that is clear and adequate to protect Plaintiffs' property interest against such forced sale of foreclosure by the Defendant and the Plaintiffs are seeking for this Court to allow them to avoid the Substitute Trustee Sale of their home if the Defendant Seterus does not perform their obligations and cancel this sale.

E. CONVERSION

5. In the alternative to other counts, Plaintiffs plead for recovery under the doctrine of promissory estoppel. Defendant made a promise under the terms of their note and deed of trust, and it was foreseeable by Defendants that Plaintiffs would rely on the promises enumerated in the agreements, and Plaintiffs substantially relied on these promises to their detriment. Plaintiffs have been noticed that the Defendants are attempting to sell their home through Substitute

Trustee Sale on January 3, 2017 and there is no justification for such sale. Plaintiffs seek this Court's intervention to prevent and stop such sale by Defendants. Plaintiffs seek this Court to stop the conversion of such property by the Defendants of Plaintiffs' home in violation of the Texas Property Code.

6. Plaintiff affirmatively pleads that they seek not only monetary relief aggregating \$50,000 or more, excluding costs, prejudgment interest, and attorney fees, but also specific performance of the promissory note and deed of trust for the Plaintiffs' home in this matter.

7. The damages, which are liquidated, are within the jurisdictional limits of the court.

8. Defendant's non-performance constitutes a breach of the contract. As a result of Defendants' breach, Plaintiffs seeks the following remedies:

- a. Specific performance of the agreements of the parties.
- b. Stop the Substitute Trustee Sale to the their property immediately
- c. Attorney fees and costs of suit.

E. Application for Temporary Restraining Order

9. Plaintiffs are seeking injunctive relief against these Defendants and are asking this court to prevent Defendants from forcibly entering Plaintiffs home and also from attempting to perform the Substitute Trustee Sale of Plaintiffs home and harassing Plaintiffs without legal justification and especially to cease said Defendants from trying to force the Plaintiff from leaving the premises without Plaintiff's knowledge and consent in accordance with the mortgage agreements and in conjunction with the Texas Property Code.

10. It is probable Plaintiffs will recover from Defendants after trial on the merits because Defendants failed to adhere to the Texas Property Code and violated the terms of the agreements they entered into with Plaintiffs.

11. If Plaintiffs' application is not granted, harm is imminent because Plaintiffs home will be sold at a Substitute Trustee Sale and Plaintiffs from their home and will suffer irreparable harm, damages and expenses.

12. The harm that will result if the temporary restraining order is not issued is irreparable because Plaintiffs home will be sold and thereby preventing Plaintiffs peaceful enjoyment of their home.

13. Plaintiffs have no adequate remedy at law because Plaintiffs' damages are incalculable.

14. There is not enough time to serve notice on the Defendants and to hold a hearing on the application.

15. Plaintiffs are willing to post bond.

F. Request for Temporary Injunction

16. Plaintiffs ask the court to set their application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Defendants.

G. Request for Permanent Injunction

17. Plaintiff asks the court to set their request for a permanent injunction for a full trial and, after the trial, issue a permanent injunction against Defendants.

K. Demand for Jury

18. Plaintiff demands a jury trial and tenders the appropriate fee.

L. Prayer

19. For these reasons, Plaintiffs ask that all Defendants be cited to appear and answer and, on final trial, that Plaintiffs have judgment against all Defendants for:

- a. Permanent injunctive relief.
- b. Actual damages within the jurisdictional limits of this court.
- c. Exemplary damages as allowed by law.
- d. Mental anguish damages within the jurisdictional limits of the court.
- e. Specific performance of the promissory note and deed of trust.
- f. Attorney fees.
- g. Prejudgment and post-judgment interest as allowed by law.
- h. Costs of suit.
- i. All other relief, in law and in equity, to which plaintiff may be entitled.

Respectfully submitted

L. MICKELE' DANIELS & ASSOCIATES

By: /s/ Byron Keith Watson

Byron Keith Watson

TBN: 20933600

Arena Tower I, Suite 580

7322 Southwest Freeway

Houston, TX 77074

Telephone: 713-995-4681

Telecopier: 713-995-4685

Bkwlaw@msn.com

ATTORNEYS FOR PLAINTIFFS

LEROY & ERIKA FRANKLIN, JR.

EXHIBIT B-3

CAUSE NO. 16-DCV - 237779

LEROY & ERIKA FRANKLIN, JR.

Vs.

SETERUS, INC., BANK OF AMERICA
And FEDERAL NATIONAL MORTGAGE
ASSOCIATION, A/K/A FANNIE MAE

IN THE DISTRICT COURT

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§
§
§
§
FT BEND COUNTY, TX§
§
240TH DISTRICT COURTPLAINTIFFS' TRO EXHIBIT LIST

NO.	EXHIBIT
1.	Notice of Acceleration and Substitute Trustee Sale
2.	Seterus Returned Checks to Plaintiffs
3.	Notification to Seterus of Cease and Desist
4.	Seterus Acknowledgement of Plaintiffs' Correspondence
	Affidavit of LeRoy Franklin, Jr.

Respectfully submitted,

L. MICKELE' DANIELS & ASSOCIATES

By: /s/ Byron Keith Watson

Byron Keith Watson
 One Arena Place, Suite 580
 7322 Southwest Freeway
 Houston, Texas 77074
 (713) 995-4681 Telephone
 (713) 995-4685 Facsimile
BKWLAWS@msn.com
 SBN: 20933600

ATTORNEYS FOR PLAINTIFFS
 LEROY & ERIKA FRANKLIN, JR.

CERTIFICATE OF SERVICE

I certify that on the 15TH of November, 2016, a copy of the foregoing document has been served on all attorneys/parties of record via e-file and/or certified mail, return receipt requested, postage prepaid.

/s/ Byron Keith Watson
 Byron Keith Watson

PO Box 1077; Hartford, CT 06143-1077

Business Hours (Pacific Time)

Monday-Thursday 5 a.m. to 8 p.m.

Friday 5 a.m. to 6 p.m.

8-769-21556-0000029-001-02-000-000-000-000 L241AC.1

FRANKLIN, LEROY N
C/O L MICKELE DANIELS, L MICKELE DANIELS & AS
1 ARENA PL #380
HOUSTON TX 77074

14523 SW Millikan Way; Suite 200; Beaverton, OR 97005

Physical Address

Payments
PO Box 54420; Los Angeles, CA 90054-0420Correspondence, Inquiries and Notices
PO Box 1077; Hartford, CT 06143-1077Phone: 866.570.5277
Fax: 866.578.5277
www.seterus.com

November 1, 2016
Loan number: 25129576
Serviced by Seterus, Inc.

CERTIFIED AND REGULAR FIRST CLASS MAIL

RE: 5827 SAGAMORE BAY LN
RICHMOND, TX 77469-7204

Dear FRANKLIN, LEROY N:

You are in default under the note and deed of trust arising from non-payment of the following amount:

Amount Due: \$19,496.10

Amount Due By: December 6, 2016 ("Expiration Date")

We hereby demand that you bring your loan up-to-date ("cure this default") by payment of the amount shown above. In addition, your regular payment may become due by the Expiration Date. The delinquent amount of principal continues to accrue interest.

If full payment of the default amount is not received by us in the form of a certified check, cashier's check, or money order on or before the Expiration Date, we will accelerate the maturity date of your loan and upon such acceleration, the ENTIRE balance of the loan, including principal, accrued interest, and all other sums due there under, shall, at once and without further notice, become immediately due and payable.

Failure to cure the default will result in acceleration of the sums secured by the mortgage and may result in the sale of the property securing the loan. If you send only a partial payment, the loan still will be in default. Additionally, we may keep the payment and accelerate the maturity date.

IF THE DEFAULT IS NOT CURED ON OR BEFORE THE EXPIRATION DATE, THE LOAN OWNER AND WE INTEND TO ENFORCE THE LOAN OWNER'S RIGHTS AND REMEDIES AND MAY PROCEED WITHOUT FURTHER NOTICE TO COMMENCE FORECLOSURE PROCEEDINGS. FORECLOSURE PROCEEDINGS WILL NOT BE COMMENCED UNLESS AND UNTIL ALLOWED BY APPLICABLE LAW. ADDITIONAL FEES SUCH AS FORECLOSURE COSTS AND LEGAL FEES MAY BE ADDED PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

Nothing contained in this letter or in any other communication regarding the loan shall modify or waive any term or provision of the loan. The status of your loan may be reported to credit reporting agencies.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT. THIS NOTICE IS BEING FURNISHED FOR YOUR INFORMATION AND TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. COLORADO: SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. NEW YORK CITY: 1411669, 1411665, 1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.

~~You have the right to reinstate your loan after acceleration and the right to bring a court action or assert in the foreclosure proceedings the nonexistence of a default or any other defense to acceleration and sale. If you reinstate your loan after acceleration, the loan no longer will be immediately due in full.~~

~~Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.~~

If you have any questions, please contact us at 866.570.5277. For borrowers having difficulty making their payments, we have loan specialists available Monday-Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours may vary.

Sincerely,

Seterus, Inc.

IMPORTANT NOTE(S):

~~This letter does not impact any loss mitigation offers that you may have recently received; you can still choose to accept that offer by responding as directed in that offer.~~

Enclosure(s): SCRA Notice

Barrett Daffin Frappier Turner & Engel, LLP

A Partnership Including Professional Corporations

ATTORNEYS AND COUNSELORS AT LAW

4004 Belt Line Road, Suite 100

Addison, Texas 75001

Telephone: (972) 419-1163

Telecopier: (972) 386-7673

November 14, 2016

Certified Mail 7160 9668 9670 8138 9756

ERIKA FRANKLIN

L. MICKELE DANIELS & ASSOCIATES

ONE ARENA PLACE, STE. 580

7322 SOUTHWEST FREEWAY

HOUSTON, TX 77074

RE: Mortgage Servicer: SETERUS, INC.
 Loan No.: *****9576
 BDFTE No.: 00000005865142

NOTICE OF ACCELERATION

This law firm represents SETERUS, INC., the Mortgage Servicer, in its mortgage banking activities in the State of Texas. We have been authorized by the Mortgage Servicer to initiate legal proceedings in connection with the foreclosure of a Deed of Trust associated with your real estate loan (the "Debt").

SETERUS, INC. is acting as the Mortgage Servicer for FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. SETERUS, INC., as Mortgage Servicer, is representing the Mortgagee, whose address is:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE
 c/o SETERUS, INC.
 14523 SW MILLIKAN WAY
 SUITE 200
 BEAVERTON, OR 97005

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THE DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This letter is formal notice of the following:

1. Payment of the past due balance on the Debt has not been received by the Mortgage Servicer. Because of this default, the Mortgagee has elected to ACCELERATE the maturity of the Debt.
2. On Tuesday, January 03, 2017, as designated on the enclosed Notice of Trustee's Sale, the Trustee, or the Substitute Trustee, will sell at the Courthouse of FORT BEND County, Texas in the area designated by the Commissioner's Court of such County, or if no area is designated by the Commissioner's Court, in the usual and customary place in that County, to the highest bidder for cash, the Real Estate described in the enclosed Notice.
3. All of the obligors and guarantors (if any) of the Debt have the right to reinstate the loan as provided in the Deed of Trust and as provided by applicable Texas law. Payment must be made in certified funds, cashier's check or money order(s).
4. All of the obligors and guarantors (if any) have the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and foreclosure which they may have.



SNT00000005865142

NOTICE OF SUBSTITUTE TRUSTEE SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

1. Date, Time, and Place of Sale.

Date: January 03, 2017

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: FIRST FLOOR MEETING ROOM, 301 JACKSON STREET, RICHMOND, TEXAS OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. Terms of Sale. Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated August 17, 2010 and recorded in Document INSTRUMENT NO. 2010081922 real property records of FORT BEND County, Texas, with LEROY N FRANKLIN JR AND ERIKA FRANKLIN, grantor(s) and BANK OF AMERICA, N.A. mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by LEROY N FRANKLIN JR AND ERIKA FRANKLIN, securing the payment of the indebtedness in the original principal amount of \$349,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described in the attached Exhibit A.

6. **Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. SETERUS, INC. as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o SETERUS, INC.
14523 SW MILLIKAN WAY SUITE 200
BEAVERTON, OR 97005

BRIAN CORMIER, RICKIE SALCIDO, OR SAMUEL DAFFIN II

Substitute Trustee

c/o Barrett Daffin Frappier Turner & Engel, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001

Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on _____ I filed at the office of the FORT BEND County Clerk and caused to be posted at the FORT BEND County courthouse this notice of sale.

Declarant's Name: _____
Date: _____



seterus™

PO Box 2008, Grand Rapids, MI 49501-2008

L181P
LEROY N FRANKLIN
ERIKA FRANKLIN JR
C/O L MICKELE DANIELS, L MICKELE DANIELS & ASSOC
1 ARENA PL #580
HOUSTON, TX 77074

Business Hours (Pacific Time)
Monday-Thursday 5 a.m. to 8 p.m.
Friday 5 a.m. to 6 p.m.

Physical Address
14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

Payments
PO Box 54420, Los Angeles, CA 90054-0420

Correspondence
PO Box 2008, Grand Rapids, MI 49501-2008

Phone: 866.570.5277
Fax: 866.578.5277
www.seterus.com

NOVEMBER 25, 2016
Loan number: 25129576
Serviced by Seterus, Inc.

Dear LEROY N FRANKLIN AND ERIKA FRANKLIN JR:

Enclosed you will find your uncashed check number 4614, dated NOVEMBER 15, 2016, in the amount of \$185.00. We are returning these funds for the following reason(s):

There is a foreclosure proceeding in progress. The funds are insufficient to bring the loan current, and the item must be certified.

Our receipt of this check does not waive any of the rights of Seterus or the loan owner regarding this loan.

If you have any questions or wish to discuss possible payment arrangements, please contact us at 866.570.5277.

Sincerely,

Seterus, Inc.

25129576
LEROY N. FRANKLIN, JR.
OR ERIKA W. FRANKLIN
5827 SAGAMORE BAY LANE
RICHMOND, TX 77469

4614
80-91140
67
11/15/16 Date
\$ 185.00 Dollars

Pay To The Order Of Seterus

one thousand eight hundred fifteen and 00/100

Frost
www.frostbank.com
For Locat # 25129576
[REDACTED]

Photo
Safe
Deposit Box
Dated on back

THIS COMMUNICATION
AND ANY INFORMATION
DISCHARGE OF THIS DE
AGAINST THE COLLATE
IS NOT REAFFIRMED IN
AGAINST THE PROPERTY
SEE WWW.COLORADOA
Inc. maintains a local office
1411665, 1411662, TENNESSEE. This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is
licensed to do business at 14523 SW Millikan Way, Beaverton, OR.

T A DEBT
KRUPTCY
OUR LIEN
GBT THAT
THE LIEN
COLORADO;
T. Seterus,
1411669,
Page 1 of 1

seterus™

PO Box 1077, Hartford, CT 06143-1077

L181Q
FRANKLIN, LEROY N
FRANKLIN JR, ERIKA
c/o L MICHELE DANIELS
L MICKELE DANIELS & ASSOCIATES
1 ARENA PL #580
HOUSTON, TX 77074

Business Hours (Pacific Time)
Monday-Thursday 5 a.m. to 8 p.m.
Friday 5 a.m. to 6 p.m.

Physical Address
14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

Payments
PO Box 54420, Los Angeles, CA 90054-0420

Correspondence, Inquiries, and Notices
PO Box 1077, Hartford, CT 06143-1077

Phone: 866.570.5277
Fax: 866.578.5277
www.seterus.com

NOVEMBER 1, 2016
Loan number: 25129576
Serviced by Seterus, Inc.

Dear FRANKLIN, LEROY N and FRANKLIN JR, ERIKA:

Enclosed you will find your uncashed check numbered 4596, dated OCTOBER 19, 2016, in the amount of \$1,850.00. We are returning these funds for the following reason(s):

There is a foreclosure proceeding in progress. The funds are insufficient to bring the loan current, and the item must be certified.

Our receipt of this check does not waive any of the rights of Seterus or the loan owner regarding this loan.

If you have any questions or wish to discuss possible payment arrangements, please contact us at 866.570.5277.

Sincerely,

Seterus, Inc.

LEROY N. FRANKLIN, JR.
OR ERIKA W. FRANKLIN
5827 SAGAMORE BAY LANE
RICHMOND, TX 77469

Pay To The Order Of

Seterus

one thousand eight hundred fifty six

\$ 185.06

Dollars

4596
10/19/16
Date
30-9-1140
67

Seterus
Safe
Depository
Collection desk

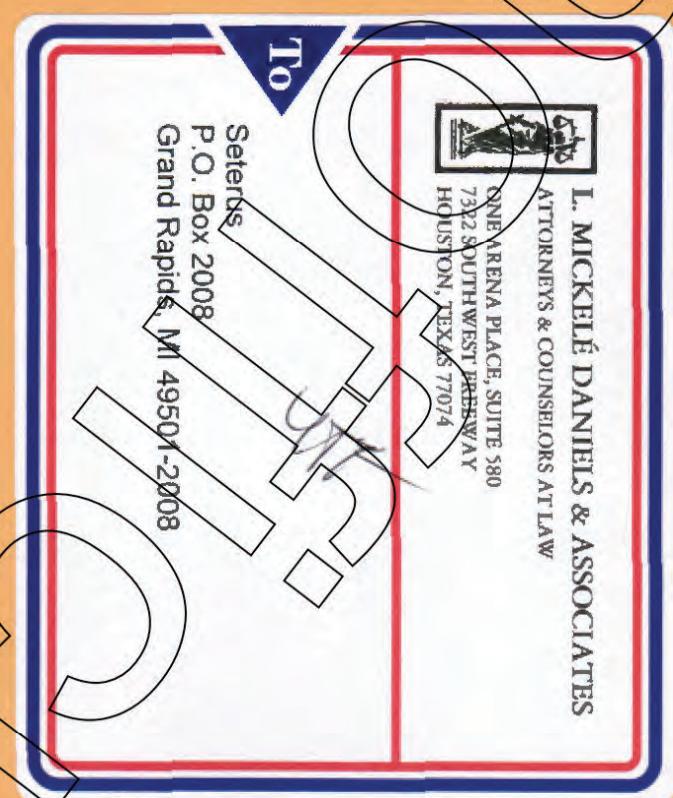
Frost
www.frostbank.com

For: Loan # 25129576

THIS COMMUNICATION
AND ANY INFORMATION
DISCHARGE OF THE
INFORMATION AND
THAT IS NOT REAL
WWW.COLORADOA.COM
maintains a local office
1411662, TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do
business at 14523 SW Millikan Way, Beaverton, OR 97005.

COLLECT A DEBT
BANKRUPTCY
ED FOR YOUR
OF THIS DEBT
LORADO: SEE
CT. Seterus, Inc.
11669, 1411665.
Page 1 of 1

7013 2250 0000 1629 0747



RETURN RECEIPT
REQUESTED



1000

49501

\$7.15
R2304M16299-02





L. MICKELE DANIELS & ASSOCIATES

ATTORNEYS & COUNSELORS AT LAW

** MEMBER OF COLLEGE OF STATE BAR OF TEXAS **

ONE ARENA PLACE, SUITE 580
7322 SOUTHWEST FREEWAY
HOUSTON, TEXAS 77074
seminele85@peoplepc.com

TEL: (713) 995-4681
FAX: (713) 995-4685

November 17, 2016

Via Fax (866) 578-5277
And/or Regular Mail

Seterus
P.O. Box 2008
Grand Rapids, MI 49501-2008

Cheryl L. Asher – (972) 341-5075 (Fax)
Barrett Daffin Frappier Turner & Engel, LLP
15000 Surveyor Boulevard
Addison, Texas 75001

RE: Our Clients : Leroy & Erika Franklin
Loan # : 25129576
Property : 5827 Sagamore Bay Ln
Richmond, TX 77469

As you already know, this firm has been retained by the above-named clients to represent them against you in a wrongful foreclosure and many other legal action against you, including but not limited to violations of the Texas DTPA Consumer-Protection Act and violation of the Fair Reporting Credit Act. We are in receipt of your latest correspondence(s) to them and us on behalf of them dated November 1, 2016 advising them they are in default of their mortgage and giving them until December 6, 2016 and November 14, 2016 whereby you are attempting to do a Notice of Acceleration with a Trustee Sale scheduled for January 3, 2017. All of this is a continuing course of illegal conduct on your part whereby you have been returning their monthly mortgage payments because you allege their terms of their agreement had not been met. You continually returned their mortgage payments stating the same issue that they are not living up to payment arrangements. Upon my calling your customer service department, I was informed that you allege their loan is behind in the amount of \$19,496.10 thereby declaring their loan in default and threatening foreclosure because of this amount. This letter is to demand that you CEASE AND DESIST AGAIN from any attempt to further attempt to collect or proceed with any type of foreclosure of my clients' home. You are warned to CEASE AND DESIST AGAIN from trying to declare my clients' note in DEFAULT which would inhibit or in any manner restrict my clients' rights or interest in the agreed upon

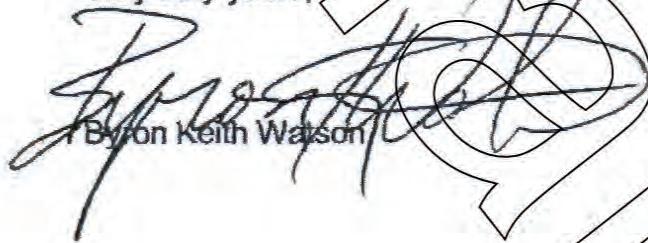
property for the purposes of the notices sent by you. We are demanding that this matter get straightened out immediately by you and correct our clients' account with you and correct their credit reporting to the various credit agencies which you subscribe to. MY CLIENTS HAVE ATTEMPTED TO OBTAIN CREDIT ON NUMEROUS OCCASIONS AND WAS INFORMED THAT BECAUSE OF THE REPORTING BY YOU THEY ARE INELIGIBLE. We are demanding a full investigation into their account for correction within the next fifteen (15) days or else we will proceed with further legal action against your company, including filing a lawsuit seeking a Temporary Restraining Order stopping any contemplated sale of this property by you and your Trustee.

We have already gathered different documentation to present to you to try and eradicate this matter which includes cancelled checks, along with the proof of insurance and tax payments already provided to you made by our clients and also by this firm on numerous occasions. However, you still continue to open and maintain an escrow account when our clients have consistently maintained the need to not have and maintained in full force and effect their insurance and tax payments. This is the very essence of violations the Texas DTPA Consumer Protection Act committed on numerous occasions by you. You also continually violate our client's rights by repeatedly reporting negative credit information to the three (3) credit reporting agencies to the point that their credit is in total disrepair that they cannot refinance their home mortgage or in the least purchase an automobile that was needed when their vehicle was totaled in an accident.

If I have not received an affirmative response from you by Friday, December 2, 2016 indicating that you have fully complied with these requirements, I shall consider taking any and all legal remedies available listed hereinabove to rectify this situation which shall include filing a lawsuit against all parties involved along with a Temporary Restraining Order against you to further stop any and all foreclosure proceedings against our clients.

Should you at some point wish to discuss this case, please do not hesitate to call our office. Your attention and consideration in this matter is greatly appreciated.

Very truly yours,



Byron Keith Watson

BKW/js

Barrett Daffin Frappier Turner & Engel, LLP
 A Partnership Including Professional Corporations
 ATTORNEYS AND COUNSELORS AT LAW
 4004 Belt Line Road, Suite 100
 Addison, Texas 75001
 Telephone: (972) 419-1163
 Telecopier: (972) 386-7673

November 14, 2016

Certified Mail 7160 9668 9670 8138 9749

ERIKA FRANKLIN
 5827 SAGAMORE BAY LN
 RICHMOND TX 77469

RE: Mortgage Servicer: SETERUS, INC.
 Loan No.: *****9576
 BDFTE No.: 00000005865142

NOTICE OF ACCELERATION

This law firm represents SETERUS, INC., the Mortgage Servicer, in its mortgage banking activities in the State of Texas. We have been authorized by the Mortgage Servicer to initiate legal proceedings in connection with the foreclosure of a Deed of Trust associated with your real estate loan (the "Debt").

SETERUS, INC. is acting as the Mortgage Servicer for FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE, who is the Mortgagor of the Note and Deed of Trust associated with the above referenced loan. SETERUS, INC., as Mortgage Servicer, is representing the Mortgagor, whose address is:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE
 c/o SETERUS, INC.
 14523 SW MILLIKAN WAY
 SUITE 200
 BEAVERTON, OR 97005

The Mortgage Servicer is authorized to represent the Mortgagor by virtue of a servicing agreement with the Mortgagor. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THE DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This letter is formal notice of the following:

1. Payment of the past due balance on the Debt has not been received by the Mortgage Servicer. Because of this default, the Mortgagor has elected to ACCELERATE the maturity of the Debt.
2. On Tuesday, January 03, 2017, as designated on the enclosed Notice of Trustee's Sale, the Trustee, or the Substitute Trustee, will sell at the Courthouse of FORT BEND County, Texas in the area designated by the Commissioner's Court of such County, or if no area is designated by the Commissioner's Court, in the usual and customary place in that County, to the highest bidder for cash, the Real Estate described in the enclosed Notice.
3. All of the obligors and guarantors (if any) of the Debt have the right to reinstate the loan as provided in the Deed of Trust and as provided by applicable Texas law. Payment must be made in certified funds, cashier's check or money order(s).
4. All of the obligors and guarantors (if any) have the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and foreclosure which they may have.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.



SNT00000005865142

Page 1 of 1

November 14, 2016

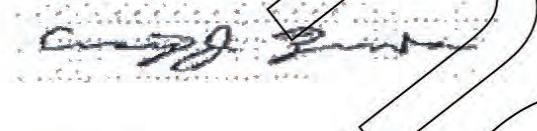
Certified Mail 7160 9668 9670 8138 9740

00000005865142

ERIKA FRANKLIN
5827 SAGAMORE BAY LN
RICHMOND, TX 77469

If you are not obligated on the Debt, or if the Debt has been discharged in a bankruptcy proceeding, the Mortgage Servicer is not attempting to collect from you personally. You are being given this notice as a courtesy because your interest in the Real Estate may be affected.

Sincerely,



Craig Zinda

Barrett Daffin Frappier Turner & Engel, LLP
Enclosed: Notice of Trustee Sale

5827 SAGAMORE BAY LN
RICHMOND, TX 77469

00000005865142

NOTICE OF SUBSTITUTE TRUSTEE SALE

~~Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.~~

1. Date, Time, and Place of Sale.

Date: January 03, 2017

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: FIRST FLOOR MEETING ROOM, 301 JACKSON STREET, RICHMOND, TEXAS OR AS DESIGNATED BY THE COUNTY COMMISSIONERS as designated by the county commissioners.

2. Terms of Sale. Cash.

3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated August 17, 2010 and recorded in Document INSTRUMENT NO. 2010081922 real property records of FORT BEND County, Texas, with LEROY N FRANKLIN JR AND ERIKA FRANKLIN, grantor(s) and BANK OF AMERICA, N.A. mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by LEROY N FRANKLIN JR AND ERIKA FRANKLIN, securing the payment of the indebtedness in the original principal amount of \$349,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. FEDERAL NATIONAL MORTGAGE ASSOCIATION, AKA FANNIE MAE is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.

6. Mortgage Servicer Information. The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. SETERUS, INC. as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o SETERUS, INC.
14523 SW MILLIKAN WAY SUITE 200
BEAVERTON, OR 97005

BRIAN CORMIER, RICKIE SALCIDO, OR SAMUEL DAFFIN II
Substitute Trustee
c/o Barrett Daffin Frappier Turner & Engel, LLP
4004 Bell Line Road, Suite 100
Addison, Texas 75001

Certificate of Posting

My name is _____, and my address is c/o 4004 Bell Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on _____ I filed at the office of the FORT BEND County Clerk and caused to be posted at the FORT BEND County courthouse this notice of sale.

Declarant's Name: _____
Date: _____



5827 SAGAMORE BAY LN
RICHMOND, TX 77469

00000005865142

EXHIBIT A

LOT TWENTY-SEVEN (27), BLOCK ONE (1), BRIDLEWOOD ESTATES, SECTION THREE (3), A SUBDIVISION IN PORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO(S) 1660/A, 1660/B, 1661/A, 1661/B AND 1662/A, MAP RECORDS OF PORT BEND COUNTY, TEXAS.



seterus.

P.O Box 1077; Hartford, CT 06143-1077

8763-2155540000234001-02-000-000-000-000 L241AC.J

FRANKLIN, LEROY N
C/O MICKELE DANIELS, L MICKELE DANIELS & AS
1 ARENA PL #580
HOUSTON TX 77074

CERTIFIED AND REGULAR FIRST CLASS MAIL

RE: 5827 SAGAMORE BAY LN
RICHMOND, TX 77469-7204

Dear FRANKLIN, LEROY N:

You are in default under the note and deed of trust arising from non-payment of the following amount:

Amount Due: \$19,496.10

Amount Due By: December 6, 2016 ("Expiration Date")

We hereby demand that you bring your loan up-to-date ("cure this default") by payment of the amount shown above. In addition, your regular payment may become due by the Expiration Date. The delinquent amount of principal continues to accrue interest.

If full payment of the default amount is not received by us in the form of a certified check, cashier's check, or money order on or before the Expiration Date, we will accelerate the maturity date of your loan and upon such acceleration, the ENTIRE balance of the loan, including principal, accrued interest, and all other sums due there under, shall, at once and without further notice, become immediately due and payable.

Failure to cure the default will result in acceleration of the sums secured by the mortgage and may result in the sale of the property securing the loan. If you send only a partial payment, the loan still will be in default. Additionally, we may keep the payment and accelerate the maturity date.

IF THE DEFAULT IS NOT CURED ON OR BEFORE THE EXPIRATION DATE, THE LOAN OWNER AND WE INTEND TO ENFORCE THE LOAN OWNER'S RIGHTS AND REMEDIES AND MAY PROCEED WITHOUT FURTHER NOTICE TO COMMENCE FORECLOSURE PROCEEDINGS. FORECLOSURE PROCEEDINGS WILL NOT BE COMMENCED UNLESS AND UNTIL ALLOWED BY APPLICABLE LAW. ADDITIONAL FEES SUCH AS FORECLOSURE COSTS AND LEGAL FEES MAY BE ADDED PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

Nothing contained in this letter or in any other communication regarding the loan shall modify or waive any term or provision of the loan. The status of your loan may be reported to credit reporting agencies.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT. THIS NOTICE IS BEING FURNISHED FOR YOUR INFORMATION AND TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. COLORADO: SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. NEW YORK CITY: 1411669, 1411665, 1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.

Business Hours (Pacific Time)
Monday-Thursday 5 a.m. to 8 p.m.
Friday 5 a.m. to 6 p.m.

Physical Address
14523 SW Millikan Way, Suite 200; Beaverton, OR 97005

Payments
PO Box 54420; Los Angeles, CA 90054-0420

Correspondence, Inquiries and Notices
PO Box 1077; Hartford, CT 06143-1077

Phone: 866.570.5277
Fax: 866.578.5277
www.seterus.com

November 1, 2016
Loan number: 25129576
Serviced by Seterus, Inc.

Phone: 866.570.5277
Fax: 866.578.5277
www.seterus.com

FRANKLIN, LEROY N
November 1, 2016
Loan number: 25129576

~~You have the right to reinstate your loan after acceleration and the right to bring a court action or assert in the foreclosure proceedings the nonexistence of a default or any other defense to acceleration and sale. If you reinstate your loan after acceleration, the loan no longer will be immediately due in full.~~

~~Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.~~

If you have any questions, please contact us at 866.570.5277. For borrowers having difficulty making their payments, we have loan specialists available Monday-Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours may vary.

Sincerely,

Setenius, Inc.

IMPORTANT NOTE(S):

This letter does not impact any loss mitigation offers that you may have recently received; you can still choose to accept that offer by responding as directed in that offer.

Enclosure(s): SCRA Notice



Physical Address
14523 SW Millikan Way, Suite 200; Beaverton, OR 97005

Business Hours (Pacific Time)
Monday-Thursday 5 a.m. to 8 p.m.
Friday 5 a.m. to 6 p.m.

Payments
PO Box 54420; Los Angeles, CA 90054-0420

Correspondence
PO Box 1077; Hartford, CT 06143-1077

Phone
866.570.5277

Fax
866.578.5277

Website
www.seterus.com

November 18, 2016

FRANKLIN, LEROY N
FRANKLIN JR, ERIKA
c/o L MICKELE DANIELS, L MICKELE DANIELS & ASSOC 1 ARENA PL #580
HOUSTON, TX 77074

L063A8.1

RE: Loan number: 25129576, serviced by Seterus, Inc.

Dear FRANKLIN, LEROY N and FRANKLIN JR, ERIKA:

We are in receipt of your inquiry and are in the process of reviewing the issue(s) presented. Upon completion of our research, we will send you a written explanation of the results and any actions taken.

The owner of your loan is Fannie Mae (Federal National Mortgage Association), 3900 Wisconsin Avenue NW, Washington, DC 20016-2892, 800.732.6643. Fannie Mae has contracted with us to service and respond to inquiries about your loan. Inquiries may be directed to Seterus at PO Box 1077; Hartford, CT 06143-1077.

If you have any questions, please call us at 866.570.5277.

Sincerely,

Seterus, Inc.

STATE OF TEXAS
COUNTY OF HARRIS

}

AFFIDAVIT OF LEROY FRANKLIN, JR.

Before me, the undersigned notary, on this day, personally appeared LEROY N. FRANKLIN, JR., a person whose identity is known to me. After I administered an oath to him, upon his oath, he said:

1. "My name is LeRoy N. Franklin, Jr. I am one of the Plaintiffs in the lawsuit and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am the person who has dealt with the Defendants in this matter and am knowledgeable concerning the dealings concerning our mortgage and the payments on our home and I am very familiar with the allegations in our Petition against the Defendants.

2. We have paid all of our notes timely and also timely paid our taxes and insurance outside of our mortgage payments since day one of our loan. We have never authorized an escrow account and never modified or consented to modify our mortgage to establish an escrow account. We have been dealing with this issue with Seterus since they became the service provider for our mortgage company.

3. I have provided all of our monthly payments to my attorney and he has supplied copies to them and we have not missed one payment.

4. The foreclosure and sale of our home is without justification and we will suffer tremendous harm if our home is sold and we are displaced because of their error.


LEROY N. FRANKLIN, JR.

SUBSCRIBED AND SWORN to before me on this 14th day of December, 2016 for which my hand and seal are affixed hereto.



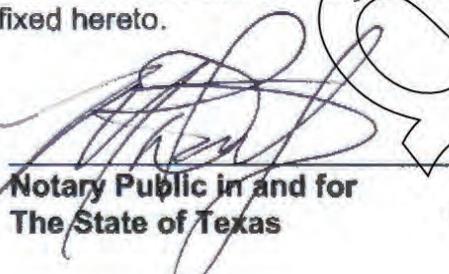

Notary Public in and for
The State of Texas

EXHIBIT B-4

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING
FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: 16-DCV-237779

CURRENT COURT: Fort Bend County - 240th Judicial District Court

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): Plaintiff's Original Petition

FILE DATE OF MOTION: 12 14 2016
Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: Seterus, INC. c/o CT Corp. SystemsADDRESS: 1999 Bryan Street, Suite 900 Dallas, Texas 75201-3136

AGENT, (if applicable): _____

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): Citation

SERVICE BY (check one):

<input checked="" type="checkbox"/> ATTORNEY PICK-UP	<input type="checkbox"/> CONSTABLE
<input type="checkbox"/> CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____	Phone: _____
<input type="checkbox"/> MAIL	<input type="checkbox"/> CERTIFIED MAIL
<input type="checkbox"/> PUBLICATION: Type of Publication: _____	<input type="checkbox"/> COURTHOUSE DOOR, or <input type="checkbox"/> NEWSPAPER OF YOUR CHOICE: _____
<input type="checkbox"/> OTHER, explain _____	

ATTENTION: Effective June 1, 2010

For all Services Provided by the DISTRICT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thanks you.

2. NAME: Bank of America c/o CT Corp. SystemsADDRESS: 4004 Belt Line Road, Suite 100 Addison, Texas 75001

AGENT, (if applicable): _____

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): Citation

SERVICE BY (check one):

<input checked="" type="checkbox"/> ATTORNEY PICK-UP	<input type="checkbox"/> CONSTABLE
<input type="checkbox"/> CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____	Phone: _____
<input type="checkbox"/> MAIL	<input type="checkbox"/> CERTIFIED MAIL
<input type="checkbox"/> PUBLICATION: Type of Publication: _____	<input type="checkbox"/> COURTHOUSE DOOR, or <input type="checkbox"/> NEWSPAPER OF YOUR CHOICE: _____
<input type="checkbox"/> OTHER, explain _____	

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Byron Keith Watson TEXAS BAR NO./ID NO. 20933600MAILING ADDRESS: 7322 SW Freeway, Suite 580 Houston, Texas 77074PHONE NUMBER: 713 995-4681 FAX NUMBER: 713 995-4685
area code phone number area code fax numberEMAIL ADDRESS: Bkwlaw@msn.com

EXHIBIT B-5

CAUSE NO. 16 – DCV – 237779

LEROY & ERIKA FRANKLIN, JR.

vs.

~~SETERUS, INC., BANK OF AMERICA
And FEDERAL NATIONAL MORTGAGE
ASSOCIATION, A/K/A FANNIE MAE~~

IN THE DISTRICT COURT

§ FT BEND COUNTY, TX

§ 240th DISTRICT COURT

PLAINTIFFS' AMENDED PETITION
& AMENDED APPLICATION FOR TEMPORARY RESTRAINING ORDER

A. Discovery Control Plan

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

B. Parties

2. Plaintiffs are LEROY N. FRANKLIN, JR. and ERIKA FRANKLIN. Plaintiffs are the owners of the property the subject of this lawsuit and reside at [REDACTED],

3. Defendant SETERUS, INC. is the loan service provider for Plaintiffs' mortgage company and may be served with this citation and injunction through their registered agent for service, CT Corp. Systems, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

Defendant BANK OF AMERICA is the mortgagor of said promissory note which is attached to the property the subject of this suit and may be served with citation and this petition by serving either their registered agent for service, CT Corp. Systems, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136 or by serving their local attorneys, BARRETT DAFFIN FRAPPIER TURNER & ENGEL, L.L.P., 4004 Belt Line Road, Suite 100, Addison, Texas 75001.

C. Facts

4. Plaintiffs with the assistance of Defendant Bank of America built their home located at [REDACTED] Fort Bend County, Texas on or About November 3, 2003. Defendant was the primary source of funding for said home and Plaintiffs secured said funding by delivering to said Defendant a promissory note and deed of trust securing the mortgage with a first lien on said property. Said Deed of Trust is filed with the clerk of the records for Fort Bend County, Texas. The original Deed of Trust and promissory note executed by Plaintiffs securing payment of the indebtedness was in the original principal amount of \$349,000.00. The promissory note called for the Plaintiffs to pay monthly notes on said property in the amount of \$1,847.58, with the first being due and payable on or about January 1, 2003 and a like payment due and payable each and every month thereafter until 360 payments were made or until the principal amount of the note was paid in full. The monthly payment was the principal and interest for the promissory note and did not include an escrow account to pay property taxes and insurance. Plaintiffs have always maintained their right to pay their property taxes and insurance and have consistently without fail paid their taxes and insurance every year.

Defendant Seterus was contracted by Defendant Bank of America to be the mortgage servicing provider for the Plaintiffs loan. Seterus communicated often with the Plaintiffs that they are the service provider for the mortgage company and constantly informed the Plaintiffs that they were putting an escrow account on the Plaintiffs mortgage despite the protests and objections by the Plaintiffs. Plaintiffs informed Defendant Seterus they do not need or want an escrow account and complied with all requests by said Defendant indicating prompt payment of the insurance and taxes for said property. Despite showing the Defendant Seterus proof of payments for both taxes and insurance for every year requested, Defendant Seterus continued without fail to place an escrow

account on the Plaintiffs' and increased the Plaintiffs' monthly obligations beyond what the Plaintiffs originally contracted for and were willing to do since they had complied with all of the requirements of the original promissory note.

Defendant Seterus began in 2014 refusing to accept the monthly payments of the Plaintiffs which caused great consternation amongst the Plaintiffs and emotional distress because the Plaintiffs were constantly receiving correspondence from the Defendant Seterus stating they were going to foreclose on their home despite the fact that the Plaintiffs were paying the agreed upon monthly note. Plaintiffs had to contact an attorney to help in ensuring that their home was not foreclosed and said attorney has been corresponding with Defendant Seterus since February 2014 concerning the taxes and insurance for said home. Plaintiffs' attorney has corresponded with the Defendant Seterus and their attorneys concerning the violation of Plaintiffs' rights concerning their mortgage. Plaintiffs continued to make payments as per their contract and Defendant accepted some payments and returned others.

Defendant has now scheduled for the Plaintiffs' home to be sold at a foreclosure auction on or about January 3, 2017 on the courtsteps of the county courthouse. A copy of Plaintiffs' Exhibit A details the Notice of Acceleration and Notice of Substitute Trustee Sale. A Copy of Exhibit B details the payments from Plaintiffs that were returned by the Defendant Seterus because they were refused as being non-compliant. A Copy of Exhibit C details Plaintiffs' attorneys contacting the Defendant Seterus indicating this pending action if they do not cease and desist from this illegal action. A copy of Exhibit D is the Defendant Seterus attorney contacting the Plaintiffs' attorney acknowledging receipt of correspondence demanding cease and desist of Defendant Seterus' actions. Defendant Seterus as the mortgage service provider are not performing their obligations by not allowing the Plaintiffs to remain in their home as promised by the note securing the deed

on the Plaintiffs' home. Specifically, by continuing with the forced sale of the Plaintiffs' home, Defendant Seterus is causing Plaintiffs to lose their rights and interest in said home without any valid justification. This is causing Plaintiffs irreparable harm if this sale of said home is allowed to continue. Plaintiffs and their attorneys tried to converse with Defendant Seterus in reference to this matter, but to no avail. Defendant Seterus has no justification for attempting to foreclose on Plaintiffs' home and will be in violation of the property code under the laws of the State of Texas.

Despite Plaintiffs' protestations to Defendant Seterus that there was no default in the Plaintiffs' obligations sufficient to justify foreclosing on Plaintiffs' home, Defendant Seterus has caused a Substitute Trustee Sell of Plaintiffs' home and caused irreparable harm and loss to the Plaintiffs because of the inability of the Plaintiffs to peaceably enjoy their home if it is foreclosed and sold. Plaintiffs will suffer irreparable harm and unless the Defendant Seterus is restrained and enjoined, Plaintiffs will suffer injury because Defendant has already forcibly locked the Plaintiff out of its business premises once without justification.

The Texas Property Code provides that the Plaintiffs shall have the right to possess and use and enjoyment of their home without being deprived of it by wrongful foreclosures by Defendant Seterus. By Defendant Seterus' failure to accept Plaintiffs' payments and properly give the Plaintiffs credit for payments or demand for whatever reason to place an escrow account on the Plaintiffs even though they have paid their obligations in accordance with the Texas Property Code, they have interfered with both the Plaintiffs' rights and duty to possess, use and enjoy their property. Further, Defendant Seterus' attempt to foreclose and sale Plaintiffs' property is directly obstructing Plaintiffs' use and enjoyment of their property.

BREACH OF CONTRACT

Plaintiffs plead for recovery under the doctrine of breach of contract. As the facts stated hereinabove, the Defendant Seterus had a legal obligation to properly service Plaintiffs mortgage and only require monthly obligations as contracted for by the Plaintiffs on Plaintiffs' home. The Defendant breached their obligations owed to the Plaintiffs by virtue of the mortgage deed of trust and promissory note in violation of the Texas Property Code. Plaintiffs herenow sue for those breaches and seeks unliquidated damages in an amount that is within the jurisdictional limits of the court.

Defendant's non-performance constitutes a breach of the agreement of the parties. As a result of the Defendant's breach, it is probable Plaintiffs will recover from Defendants after trial on the merits because Defendant failed to adhere to the Texas Property Code and violated the terms of the promissory note and deed of trust agreements they entered into with Plaintiffs. Plaintiffs are entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code Chapter 38.001(8) (Vernon 1986) because this is a suit for a claim of breach of contract and conversion listed in Section 38.001(8).

D. CONDITIONS PRECEDENT

All conditions precedent have been performed or have occurred by the Plaintiffs and Plaintiffs are ready, willing and able to perform each and every obligation imposed by the promissory note and deed of trust and to perform such acts as the Court deems necessary. Plaintiffs will show that there is no adequate remedy at law that is clear and adequate to protect Plaintiffs' property interest against such forced sale of foreclosure by the Defendant and the Plaintiffs are seeking for this Court to allow them to avoid the Substitute Trustee Sale of their home if the Defendant Seterus does not perform their obligations and cancel this sale.

E. CONVERSION

5. In the alternative to other counts, Plaintiffs plead for recovery under the doctrine of promissory estoppel. Defendant made a promise under the terms of their note and deed of trust, and it was foreseeable by Defendants that Plaintiffs would rely on the promises enumerated in the agreements, and Plaintiffs substantially relied on these promises to their detriment. Plaintiffs have been noticed that the Defendants are attempting to sell their home through Substitute Trustee Sale on January 3, 2017 and there is no justification for such sale. Plaintiffs seek this Court's intervention to prevent and stop such sale by Defendants. Plaintiffs seek this Court to stop the conversion of such property by the Defendants of Plaintiffs' home in violation of the Texas Property Code.

6. Plaintiff affirmatively pleads that they seek not only monetary relief aggregating \$50,000 or more, excluding costs, prejudgment interest, and attorney fees, but also specific performance of the promissory note and deed of trust for the Plaintiffs' home in this matter.

7. The damages, which are liquidated, are within the jurisdictional limits of the court.

8. Defendant's non-performance constitutes a breach of the contract. As a result of Defendants' breach, Plaintiffs seeks the following remedies:

- a. Specific performance of the agreements of the parties.
- b. Stop the Substitute Trustee Sale to the their property immediately
- c. Attorney fees and costs of suit.

E. Application for Temporary Restraining Order

9. Plaintiffs are seeking injunctive relief against these Defendants and are asking this court to prevent Defendants from forcibly entering Plaintiffs home and also from

attempting to perform the Substitute Trustee Sale of Plaintiffs home and harassing Plaintiffs without legal justification and especially to cease said Defendants from trying to force the Plaintiff from leaving the premises without Plaintiff's knowledge and consent in accordance with the mortgage agreements and in conjunction with the Texas Property Code.

10. It is probable Plaintiffs will recover from Defendants after trial on the merits because Defendants failed to adhere to the Texas Property Code and violated the terms of the agreements they entered into with Plaintiffs.

11. If Plaintiffs' application is not granted, harm is imminent because Plaintiffs home will be sold at a Substitute Trustee Sale and Plaintiffs from their home and will suffer irreparable harm, damages and expenses.

12. The harm that will result if the temporary restraining order is not issued is irreparable because Plaintiffs home will be sold and thereby preventing Plaintiffs peaceful enjoyment of their home.

13. Plaintiffs have no adequate remedy at law because Plaintiffs' damages are incalculable.

14. There is not enough time to serve notice on the Defendants and to hold a hearing on the application.

15. Plaintiffs are willing to post bond.

Exhibits for Temporary Restraining Order

- i. Exhibit A – Notice of Acceleration and Substitute Trustee Sale
- ii. Exhibit B – Seterus Returned Checks to Plaintiffs
- iii. Exhibit C – Notification to Seterus to Cease and Desist
- iv. Exhibit D – Seterus Acknowledgment of Plaintiffs' Correspondence
- v. Affidavit of Plaintiff Leroy N. Franklin, Jr.

F. Request for Temporary Injunction

16. Plaintiffs ask the court to set their application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Defendants.

G. Request for Permanent Injunction

17. Plaintiff asks the court to set their request for a permanent injunction for a full trial and, after the trial, issue a permanent injunction against Defendants.

K. Demand for Jury

18. Plaintiff demands a jury trial and tenders the appropriate fee.

L. Prayer

19. For these reasons, Plaintiffs ask that all Defendants be cited to appear and answer and, on final trial, that Plaintiffs have judgment against all Defendants for:

- a. Permanent injunctive relief.
- b. Actual damages within the jurisdictional limits of this court.
- c. Exemplary damages as allowed by law.
- d. Mental anguish damages within the jurisdictional limits of the court.
- e. Specific performance of the promissory note and deed of trust.
- f. Attorney fees.
- g. Prejudgment and post-judgment interest as allowed by law.
- h. Costs of suit.
- i. All other relief, in law and in equity, to which plaintiff may be entitled.

Respectfully submitted,

L. MICKELE' DANIELS & ASSOCIATES

By: /s/ Byron Keith Watson

Byron Keith Watson

TBN: 20933600

Arena Tower I, Suite 580

7322 Southwest Freeway

Houston, TX 77074

Telephone: 713-995-4681

Telecopier: 713-995-4685

Bkwlaw@msn.com

ATTORNEYS FOR PLAINTIFFS

LEROY & ERIKA FRANKLIN, JR.

STATE OF TEXAS
COUNTY OF HARRIS

}

AFFIDAVIT OF LEROY FRANKLIN, JR.

Before me, the undersigned notary, on this day, personally appeared LEROY N. FRANKLIN, JR., a person whose identity is known to me. After I administered an oath to him, upon his oath, he said:

1. "My name is LeRoy N. Franklin, Jr. I am one of the Plaintiffs in the lawsuit and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am the person who has dealt with the Defendants in this matter and am knowledgeable concerning the dealings concerning our mortgage and the payments on our home and I am very familiar with the allegations in our Petition against the Defendants.

2. We have paid all of our notes timely and also timely paid our taxes and insurance outside of our mortgage payments since day one of our loan. We have never authorized an escrow account and never modified or consented to modify our mortgage to establish an escrow account. We have been dealing with this issue with Seterus since they became the service provider for our mortgage company.

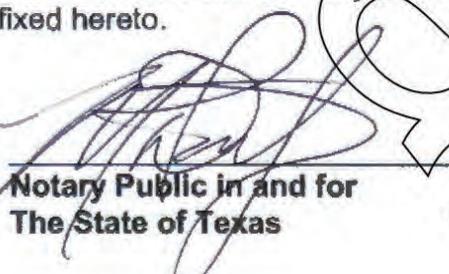
3. I have provided all of our monthly payments to my attorney and he has supplied copies to them and we have not missed one payment.

4. The foreclosure and sale of our home is without justification and we will suffer tremendous harm if our home is sold and we are displaced because of their error.


LEROY N. FRANKLIN, JR.

SUBSCRIBED AND SWORN to before me on this 14th day of December, 2016 for which my hand and seal are affixed hereto.




Notary Public in and for
The State of Texas

PO Box 1077; Hartford, CT 06143-1077

Business Hours (Pacific Time)

Monday-Thursday 5 a.m. to 8 p.m.

Friday 5 a.m. to 6 p.m.

8-769-21556-0000029-001-02-000-000-000-000 L241AC.1

FRANKLIN, LEROY N
C/O L MICKELE DANIELS, L MICKELE DANIELS & AS
1 ARENA PL #380
HOUSTON TX 77074

14523 SW Millikan Way; Suite 200; Beaverton, OR 97005

Physical Address

PO Box 54420; Los Angeles, CA 90054-0420

Payments

PO Box 1077; Hartford, CT 06143-1077

Correspondence, Inquiries and Notices

Phone: 866.570.5277

Fax: 866.578.5277

www.seterus.com

CERTIFIED AND REGULAR FIRST CLASS MAIL

RE: 5827 SAGAMORE BAY LN
RICHMOND, TX 77469-7204

Dear FRANKLIN, LEROY N:

You are in default under the note and deed of trust arising from non-payment of the following amount:

Amount Due: \$19,496.10

Amount Due By: December 6, 2016 ("Expiration Date")

We hereby demand that you bring your loan up-to-date ("cure this default") by payment of the amount shown above. In addition, your regular payment may become due by the Expiration Date. The delinquent amount of principal continues to accrue interest.

If full payment of the default amount is not received by us in the form of a certified check, cashier's check, or money order on or before the Expiration Date, we will accelerate the maturity date of your loan and upon such acceleration, the ENTIRE balance of the loan, including principal, accrued interest, and all other sums due there under, shall, at once and without further notice, become immediately due and payable.

Failure to cure the default will result in acceleration of the sums secured by the mortgage and may result in the sale of the property securing the loan. If you send only a partial payment, the loan still will be in default. Additionally, we may keep the payment and accelerate the maturity date.

IF THE DEFAULT IS NOT CURED ON OR BEFORE THE EXPIRATION DATE, THE LOAN OWNER AND WE INTEND TO ENFORCE THE LOAN OWNER'S RIGHTS AND REMEDIES AND MAY PROCEED WITHOUT FURTHER NOTICE TO COMMENCE FORECLOSURE PROCEEDINGS. FORECLOSURE PROCEEDINGS WILL NOT BE COMMENCED UNLESS AND UNTIL ALLOWED BY APPLICABLE LAW. ADDITIONAL FEES SUCH AS FORECLOSURE COSTS AND LEGAL FEES MAY BE ADDED PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

Nothing contained in this letter or in any other communication regarding the loan shall modify or waive any term or provision of the loan. The status of your loan may be reported to credit reporting agencies.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT. THIS NOTICE IS BEING FURNISHED FOR YOUR INFORMATION AND TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. COLORADO: SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. NEW YORK CITY: 1411669, 1411665, 1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.

You have the right to ~~reinstate~~ your loan after acceleration and the right to bring a court action or assert in the foreclosure proceedings the nonexistence of a default or any other defense to acceleration and sale. If you reinstate your loan after acceleration, the loan no longer will be immediately due in full.

~~Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.~~

If you have any questions, please contact us at 866.570.5277. For borrowers having difficulty making their payments, we have loan specialists available Monday-Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours may vary.

Sincerely,

Seterus, Inc.

IMPORTANT NOTE(S):

~~This letter does not impact any loss mitigation offers that you may have recently received; you can still choose to accept that offer by responding as directed in that offer.~~

Enclosure(s): SCRA Notice

November 14, 2016

Certified Mail 7160 9668 9670 8138 9756

ERIKA FRANKLIN
 L. MICKELE DANIELS & ASSOCIATES
 ONE ARENA PLACE, STE. 580
 7322 SOUTHWEST FREEWAY
 HOUSTON, TX 77074

RE: Mortgage Servicer: SETERUS, INC.
 Loan No.: *****9576
 BDFTE No.: 00000005865142

NOTICE OF ACCELERATION

This law firm represents SETERUS, INC., the Mortgage Servicer, in its mortgage banking activities in the State of Texas. We have been authorized by the Mortgage Servicer to initiate legal proceedings in connection with the foreclosure of a Deed of Trust associated with your real estate loan (the "Debt").

SETERUS, INC. is acting as the Mortgage Servicer for FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. SETERUS, INC., as Mortgage Servicer, is representing the Mortgagee, whose address is:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE
 c/o SETERUS, INC.
 14523 SW MILLIKAN WAY
 SUITE 200
 BEAVERTON, OR 97005

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THE DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This letter is formal notice of the following:

1. Payment of the past due balance on the Debt has not been received by the Mortgage Servicer. Because of this default, the Mortgagee has elected to ACCELERATE the maturity of the Debt.
2. On Tuesday, January 03, 2017, as designated on the enclosed Notice of Trustee's Sale, the Trustee, or the Substitute Trustee, will sell at the Courthouse of FORT BEND County, Texas in the area designated by the Commissioner's Court of such County, or if no area is designated by the Commissioner's Court, in the usual and customary place in that County, to the highest bidder for cash, the Real Estate described in the enclosed Notice.
3. All of the obligors and guarantors (if any) of the Debt have the right to reinstate the loan as provided in the Deed of Trust and as provided by applicable Texas law. Payment must be made in certified funds, cashier's check or money order(s).
4. All of the obligors and guarantors (if any) have the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and foreclosure which they may have.



SNT00000005865142

NOTICE OF SUBSTITUTE TRUSTEE SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

1. Date, Time, and Place of Sale.

Date: January 03, 2017

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: FIRST FLOOR MEETING ROOM, 301 JACKSON STREET, RICHMOND, TEXAS OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. Terms of Sale. Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated August 17, 2010 and recorded in Document INSTRUMENT NO. 2010081922 real property records of FORT BEND County, Texas, with LEROY N FRANKLIN JR AND ERIKA FRANKLIN, grantor(s) and BANK OF AMERICA, N.A. mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by LEROY N FRANKLIN JR AND ERIKA FRANKLIN, securing the payment of the indebtedness in the original principal amount of \$349,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described in the attached Exhibit A.

6. **Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. SETERUS, INC. as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o SETERUS, INC.
14523 SW MILLIKAN WAY SUITE 200
BEAVERTON, OR 97005

BRIAN CORMIER, RICKIE SALCIDO, OR SAMUEL DAFFIN II

Substitute Trustee

c/o Barrett Daffin Frappier Turner & Engel, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001

Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on _____ I filed at the office of the FORT BEND County Clerk and caused to be posted at the FORT BEND County courthouse this notice of sale.

Declarant's Name: _____
Date: _____



seterus™

PO Box 2008, Grand Rapids, MI 49501-2008

L181P
LEROY N FRANKLIN
ERIKA FRANKLIN JR
C/O L MICKELE DANIELS, L MICKELE DANIELS & ASSOC
1 ARENA PL #580
HOUSTON, TX 77074

Business Hours (Pacific Time)
Monday-Thursday 5 a.m. to 8 p.m.
Friday 5 a.m. to 6 p.m.

Physical Address
14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

Payments
PO Box 54420, Los Angeles, CA 90054-0420

Correspondence
PO Box 2008, Grand Rapids, MI 49501-2008

Phone: 866.570.5277
Fax: 866.578.5277
www.seterus.com

NOVEMBER 25, 2016
Loan number: 25129576
Serviced by Seterus, Inc.

Dear LEROY N FRANKLIN AND ERIKA FRANKLIN JR:

Enclosed you will find your uncashed check number 4614, dated NOVEMBER 15, 2016, in the amount of \$185.00. We are returning these funds for the following reason(s):

There is a foreclosure proceeding in progress. The funds are insufficient to bring the loan current, and the item must be certified.

Our receipt of this check does not waive any of the rights of Seterus or the loan owner regarding this loan.

If you have any questions or wish to discuss possible payment arrangements, please contact us at 866.570.5277.

Sincerely,

Seterus, Inc.

25129576
LEROY N. FRANKLIN, JR.
OR ERIKA W. FRANKLIN
5827 SAGAMORE BAY LANE
RICHMOND, TX 77469

4614
80-91140
67
11/15/16 Date
\$ 185.00 Dollars

Pay To The Order Of Seterus

one thousand eight hundred fifteen and 00/100

Frost
www.frostbank.com
For Locat # 25129576
141140000931461406703776430

Photo
Safe
Deposit Box
Dated on back

THIS COMMUNICATION
AND ANY INFORMATION
DISCHARGE OF THIS DE
AGAINST THE COLLATE
IS NOT REAFFIRMED IN
AGAINST THE PROPERTY
SEE WWW.COLORADOA
Inc. maintains a local office
1411665, 1411662, TENNESSEE. This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is
licensed to do business at 14523 SW Millikan Way, Beaverton, OR.

T A DEBT
KRUPTCY
OUR LIEN
GBT THAT
THE LIEN
COLORADO;
T. Seterus,

: 1411669,

Page 1 of 1

seterus™

PO Box 1077, Hartford, CT 06143-1077

L181Q
FRANKLIN, LEROY N
FRANKLIN JR, ERIKA
c/o L MICHELE DANIELS
L MICKELE DANIELS & ASSOCIATES
1 ARENA PL #580
HOUSTON, TX 77074

Business Hours (Pacific Time)
Monday-Thursday 5 a.m. to 8 p.m.
Friday 5 a.m. to 6 p.m.

Physical Address
14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

Payments
PO Box 54420, Los Angeles, CA 90054-0420

Correspondence, Inquiries, and Notices
PO Box 1077, Hartford, CT 06143-1077

Phone: 866.570.5277
Fax: 866.578.5277
www.seterus.com

NOVEMBER 1, 2016
Loan number: 25129576
Serviced by Seterus, Inc.

Dear FRANKLIN, LEROY N and FRANKLIN JR, ERIKA:

Enclosed you will find your uncashed check numbered 4596, dated OCTOBER 19, 2016, in the amount of \$1,850.00. We are returning these funds for the following reason(s):

There is a foreclosure proceeding in progress. The funds are insufficient to bring the loan current, and the item must be certified.

Our receipt of this check does not waive any of the rights of Seterus or the loan owner regarding this loan.

If you have any questions or wish to discuss possible payment arrangements, please contact us at 866.570.5277.

Sincerely,

Seterus, Inc.

LEROY N. FRANKLIN, JR.
OR ERIKA W. FRANKLIN
5827 SAGAMORE BAY LANE
RICHMOND, TX 77469

Pay To The Order Of

Seterus

one thousand eight hundred fifty six

\$ 185.62

Dollars

4596

10/19/16

10/9/1140
67

Date

Seterus
Safe
Depository
Collection desk

Frost
www.frostbank.com

For: Loan # 25129576

14000093145966703776431

THIS COMMUNICATION
AND ANY INFORMATION
DISCHARGE OF THE
INFORMATION AND
THAT IS NOT REAL
WWW.COLORADOA
maintains a local office
1411662, TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do
business at 14523 SW Millikan Way, Beaverton, OR 97005.

COLLECT A DEBT
BANKRUPTCY
ED FOR YOUR
OF THIS DEBT
LORADO: SEE
CT. Seterus, Inc.
11669, 1411665.
Page 1 of 1

Harold Clarke

1411662, TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do
business at 14523 SW Millikan Way, Beaverton, OR 97005.



L. MICKELE DANIELS & ASSOCIATES

ATTORNEYS & COUNSELORS AT LAW

** MEMBER OF COLLEGE OF STATE BAR OF TEXAS **

ONE ARENA PLACE, SUITE 580
7322 SOUTHWEST FREEWAY
HOUSTON, TEXAS 77074
seminole85@peoplepc.com

TEL: (713) 995-4681
FAX: (713) 995-4685

November 17, 2016

Via Fax (866) 578-5277
And/or Regular Mail

Seterus
P.O. Box 2008
Grand Rapids, MI 49501-2008

Cheryl L. Asher - (972) 341-5075 (Fax)
Barrett Daffin Frappier Turner & Engel, LLP
15000 Surveyor Boulevard
Addison, Texas 75001

RE: Our Clients : Leroy & Erika Franklin
Loan # : [REDACTED]
Property : 5827 Sagamore Bay Ln
Richmond, TX 77469

As you already know, this firm has been retained by the above-named clients to represent them against you in a wrongful foreclosure and many other legal action against you, including but not limited to violations of the Texas DTPA Consumer-Protection Act and violation of the Fair Reporting Credit Act. We are in receipt of your latest correspondence(s) to them and us on behalf of them dated November 1, 2016 advising them they are in default of their mortgage and giving them until December 6, 2016 and November 14, 2016 whereby you are attempting to do a Notice of Acceleration with a Trustee Sale scheduled for January 3, 2017. All of this is a continuing course of illegal conduct on your part whereby you have been returning their monthly mortgage payments because you allege their terms of their agreement had not been met. You continually returned their mortgage payments stating the same issue that they are not living up to payment arrangements. Upon my calling your customer service department, I was informed that you allege their loan is behind in the amount of \$19,496.10 thereby declaring their loan in default and threatening foreclosure because of this amount. This letter is to demand that you CEASE AND DESIST AGAIN from any attempt to further attempt to collect or proceed with any type of foreclosure of my clients' home. You are warned to CEASE AND DESIST AGAIN from trying to declare my clients' note in DEFAULT which would inhibit or in any manner restrict my clients' rights or interest in the agreed upon

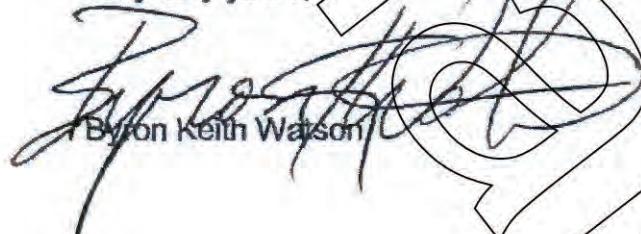
property for the purposes of the notices sent by you. We are demanding that this matter get straightened out immediately by you and correct our clients' account with you and correct their credit reporting to the various credit agencies which you subscribe to. MY CLIENTS HAVE ATTEMPTED TO OBTAIN CREDIT ON NUMEROUS OCCASIONS AND WAS INFORMED THAT BECAUSE OF THE REPORTING BY YOU THEY ARE INELIGIBLE. We are demanding a full investigation into their account for correction within the next fifteen (15) days or else we will proceed with further legal action against your company, including filing a lawsuit seeking a Temporary Restraining Order stopping any contemplated sale of this property by you and your Trustee.

We have already gathered different documentation to present to you to try and eradicate this matter which includes cancelled checks, along with the proof of insurance and tax payments already provided to you made by our clients and also by this firm on numerous occasions. However, you still continue to open and maintain an escrow account when our clients have consistently maintained the need to not have and maintained in full force and effect their insurance and tax payments. This is the very essence of violations the Texas DTPA Consumer Protection Act committed on numerous occasions by you. You also continually violate our client's rights by repeatedly reporting negative credit information to the three (3) credit reporting agencies to the point that their credit is in total disrepair that they cannot refinance their home mortgage or in the least purchase an automobile that was needed when their vehicle was totaled in an accident.

If I have not received an affirmative response from you by Friday, December 2, 2016 indicating that you have fully complied with these requirements, I shall consider taking any and all legal remedies available listed hereinabove to rectify this situation which shall include filing a lawsuit against all parties involved along with a Temporary Restraining Order against you to further stop any and all foreclosure proceedings against our clients.

Should you at some point wish to discuss this case, please do not hesitate to call our office. Your attention and consideration in this matter is greatly appreciated.

Very truly yours,



Byron Keith Watson

BKW/js

Barrett Daffin Frappier Turner & Engel, LLP

A Partnership Including Professional Corporations

ATTORNEYS AND COUNSELORS AT LAW

4004 Belt Line Road, Suite 100

Addison, Texas 75001

Telephone: (972) 419-1163

Telecopier: (972) 386-7673

November 14, 2016

Certified Mail 7160 9668 9670 8138 9749

ERIKA FRANKLIN
5827 SACAMORE BAY LN
RICHMOND, TX 77469

RE: Mortgage Servicer: SETERUS, INC.
Loan No.: *****9576
BNPTE No.: 00000005865142

NOTICE OF ACCELERATION

This law firm represents SETERUS, INC., the Mortgage Servicer, in its mortgage banking activities in the State of Texas. We have been authorized by the Mortgage Servicer to initiate legal proceedings in connection with the foreclosure of a Deed of Trust associated with your real estate loan (the "Debt").

SETERUS, INC. is acting as the Mortgage Servicer for FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE, who is the Mortgagor of the Note and Deed of Trust associated with the above referenced loan. SETERUS, INC., as Mortgage Servicer, is representing the Mortgagor, whose address is:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE
c/o SETERUS, INC.
14523 SW MILLIKAN WAY
SUITE 200
BEAVERTON, OR 97005

The Mortgage Servicer is authorized to represent the Mortgagor by virtue of a servicing agreement with the Mortgagor. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THE DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

This letter is formal notice of the following:

1. Payment of the past due balance on the Debt has not been received by the Mortgage Servicer. Because of this default, the Mortgagor has elected to ACCELERATE the maturity of the Debt.
2. On Tuesday, January 03, 2017, as designated on the enclosed Notice of Trustee's Sale, the Trustee, or the Substitute Trustee, will sell at the Courthouse of FORT BEND County, Texas in the area designated by the Commissioner's Court of such County, or if no area is designated by the Commissioner's Court, in the usual and customary place in that County, to the highest bidder for cash, the Real Estate described in the enclosed Notice.
3. All of the obligors and guarantors (if any) of the Debt have the right to reinstate the loan as provided in the Deed of Trust and as provided by applicable Texas law. Payment must be made in certified funds, cashier's check or money order(s).
4. All of the obligors and guarantors (if any) have the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and foreclosure which they may have.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.



SNT00000005865142

Page 1 of 2

November 14, 2016

Certified Mail 7160 9688 9670 8138 9749

0000000586142

ERIKA FRANKLIN
5827 SAGAMORE BAY LN
RICHMOND, TX 77469

If you are not obligated on the Debt, or if the Debt has been discharged in a bankruptcy proceeding, the Mortgage Servicer is not attempting to collect from you personally. You are being given this notice as a courtesy because your interest in the Real Estate may be affected.

Sincerely,



Craig Zinda

Barrett Daffin Frappier Turner & Engel, LLP
Enclosed: Notice of Trustee Sale

5827 SAGAMORE BAY LN
RICHMOND, TX 77469

00000005865142

NOTICE OF SUBSTITUTE TRUSTEE SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

1. Date, Time, and Place of Sale.

Date: January 03, 2017

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: FIRST FLOOR MEETING ROOM, 301 JACKSON STREET, RICHMOND, TEXAS OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. Terms of Sale. Cash.

3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated August 17, 2010 and recorded in Document INSTRUMENT NO. 2010081922 real property records of FORT BEND County, Texas, with LEROY N FRANKLIN JR AND ERIKA FRANKLIN grantor(s) and BANK OF AMERICA, N.A. mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by LEROY N FRANKLIN JR AND ERIKA FRANKLIN, securing the payment of the indebtedness in the original principal amount of \$349,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals, and extensions of the promissory note. FEDERAL NATIONAL MORTGAGE ASSOCIATION, AKA FANNIE MAE is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.

6. Mortgage Servicer Information. The Mortgage Servicer is authorized to represent the Mortgagor by virtue of a servicing agreement with the Mortgagor. Pursuant to the Servicing Agreement and Texas Property Code § 51.0023, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the Lien securing the Property referenced above. SETERUS, INC. as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o SETERUS, INC.
14523 SW MILLIKAN WAY SUITE 200
BEAVERTON, OR 97005

BRIAN CORMIER, RICKIE SALCIDO, OR SAMUEL DAFFIN II

Substitute Trustee

c/o Barrett Daffin Frappier Turner & Engel, LLP
4004 Bell Line Road, Suite 100
Addison, Texas 75001

Certificate of Filing

My name is _____, and my address is c/o 4004 Bell Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on _____ I filed at the office of the FORT BEND County Clerk and caused to be posted at the FORT BEND County courthouse this notice of sale.

Declarant's Name: _____
Date: _____

5827 SAGAMORE BAY LN
RICHMOND, TX 77469

00000005865142

EXHIBIT A

LOT TWENTY-SEVEN (27), BLOCK ONE (1), BRIDLEWOOD ESTATES, SECTION THREE (3), A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLDS NO.(S) 1660/A, 1660/B, 1661/A, 1661/B AND 1662/A, MAP RECORDS OF FORT BEND COUNTY, TEXAS.



seterus.

PO Box 1077; Hartford, CT 06143-1077

8-769-21565-0000025-001-02-000-000-000-000 L241AC.1

FRANKLIN, LEROY N
 C/O L MICKELE DANIELS, L MICKELE DANIELS & AS
 1 ARENA PL #580
 HOUSTON TX 77074

CERTIFIED AND REGULAR FIRST CLASS MAIL

RE: 5827 SAGAMORE BAY LN
 RICHMOND, TX 77469-7204

Dear FRANKLIN, LEROY N:

You are in default under the note and deed of trust arising from non-payment of the following amount:

Amount Due: \$19,496.10

Amount Due By: December 6, 2016 ("Expiration Date")

We hereby demand that you bring your loan up-to-date ("cure this default") by payment of the amount shown above. In addition, your regular payment may become due by the Expiration Date. The delinquent amount of principal continues to accrue interest.

If full payment of the default amount is not received by us in the form of a certified check, cashier's check, or money order on or before the Expiration Date, we will accelerate the maturity date of your loan and upon such acceleration, the ENTIRE balance of the loan, including principal, accrued interest, and all other sums due there under, shall, at once and without further notice, become immediately due and payable.

Failure to cure the default will result in acceleration of the sums secured by the mortgage and may result in the sale of the property securing the loan. If you send only a partial payment, the loan still will be in default. Additionally, we may keep the payment and accelerate the maturity date.

IF THE DEFAULT IS NOT CURED ON OR BEFORE THE EXPIRATION DATE, THE LOAN OWNER AND WE INTEND TO ENFORCE THE LOAN OWNER'S RIGHTS AND REMEDIES AND MAY PROCEED WITHOUT FURTHER NOTICE TO COMMENCE FORECLOSURE PROCEEDINGS. FORECLOSURE PROCEEDINGS WILL NOT BE COMMENCED UNLESS AND UNTIL ALLOWED BY APPLICABLE LAW. ADDITIONAL FEES SUCH AS FORECLOSURE COSTS AND LEGAL FEES MAY BE ADDED PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

Nothing contained in this letter or in any other communication regarding the loan shall modify or waive any term or provision of the loan. The status of your loan may be reported to credit reporting agencies.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT. THIS NOTICE IS BEING FURNISHED FOR YOUR INFORMATION AND TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. COLORADO: SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. NEW YORK CITY: 1411669, 1411665, 1411662. TENNESSEE: This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR 97005.

Business Hours (Pacific Time)
 Monday-Thursday 5 a.m. to 8 p.m.
 Friday 5 a.m. to 6 p.m.

Physical Address
 14523 SW Millikan Way, Suite 200; Beaverton, OR 97005

Payments
 PO Box 54420; Los Angeles, CA 90054-0420

Correspondence, Inquiries and Notices
 PO Box 1077; Hartford, CT 06143-1077

Phone: 866.570.5277
Fax: 866.578.5277
www.seterus.com

November 1, 2016
 Loan number: [REDACTED]
 Serviced by Seterus, Inc.

FRANKLIN, LEROY N

November 1, 2016

Loan number: [REDACTED]

You have the right to reinstate your loan after acceleration and the right to bring a court action or assert in the foreclosure proceedings the nonexistence of a default or any other defense to acceleration and sale. If you reinstate your loan after acceleration, the loan no longer will be immediately due in full.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

If you have any questions, please contact us at 866.570.5277. For borrowers having difficulty making their payments, we have loan specialists available Monday-Thursday 5 a.m. to 9 p.m., Friday 5 a.m. to 6 p.m., and Saturday 9 a.m. to 12 p.m. (Pacific time). Saturday hours may vary.

Sincerely,

Seterus, Inc.

IMPORTANT NOTE(S):

This letter does not impact any loss mitigation offers that you may have recently received; you can still choose to accept that offer by responding as directed in that offer.

Enclosure(s): SCRA Notice



Physical Address
14523 SW Millikan Way, Suite 200; Beaverton, OR 97005

Business Hours (Pacific Time)
Monday-Thursday 5 a.m. to 8 p.m.
Friday 5 a.m. to 6 p.m.

Payments
PO Box 54420; Los Angeles, CA 90054-0420

Correspondence
PO Box 1077; Hartford, CT 06143-1077

Phone
866.570.5277

Fax
866.578.5277

Website
www.seterus.com

November 18, 2016

FRANKLIN, LEROY N
FRANKLIN JR, ERIKA
c/o L MICKELE DANIELS, L MICKELE DANIELS & ASSOC 1 ARENA PL #580
HOUSTON, TX 77074

RE: Loan number: [REDACTED] serviced by Seterus, Inc.

Dear FRANKLIN, LEROY N and FRANKLIN JR, ERIKA:

We are in receipt of your inquiry and are in the process of reviewing the issue(s) presented. Upon completion of our research, we will send you a written explanation of the results and any actions taken.

The owner of your loan is Fannie Mae (Federal National Mortgage Association), 3900 Wisconsin Avenue NW, Washington, DC 20016-2892, 800.732.6643. Fannie Mae has contracted with us to service and respond to inquiries about your loan. Inquiries may be directed to Seterus at PO Box 1077; Hartford, CT 06143-1077.

If you have any questions, please call us at 866.570.5277.

Sincerely,

Seterus, Inc.

EXHIBIT B-6

CAUSE NO. 16-DCV-237779

LEROY & ERIKA FRANKLIN, JR.

Vs.

SETERUS, INC., BANK OF AMERICA
And FEDERAL NATIONAL MORTGAGE
ASSOCIATION, A/K/A FANNIE MAE

§ IN THE DISTRICT COURT

§ FT BEND COUNTY, TX

§ Fort Bend County - 240th Judicial District Court
§ _____ DISTRICT COURT

TEMPORARY RESTRAINING ORDER &
ORDER SETTING HEARING FOR PRELIMINARY INJUNCTION

1. After considering Plaintiffs LEROY & ERIKA FRANKLIN, JR.'s Application for Temporary Restraining Order, the pleadings, the affidavits, and arguments of counsel, the court finds there is evidence that harm is imminent to Plaintiffs, and if the Court does not issue the Temporary Restraining Order, Plaintiffs will be irreparably injured because Plaintiffs' home will be foreclosed and sold at a Substitute Trustee Sale in violation of the Texas Property Code and there is no recourse for Plaintiffs at this time and the harm is imminent.

An ex parte order, without notice to defendant, was necessary because there was not enough time to give notice to defendant, hold a hearing, and issue a restraining order before the irreparable injury, loss or damage occurred. Specifically, Defendant Seterus is the mortgage service provider in this matter whose principal office is in Hartford, Connecticut. Defendant Seterus has a registered agent for service, CT Corp Systems which is a corporation and there is no way of obtaining service on said Defendant in time to have a hearing and stop the attempted Substitute Trustee Sale scheduled for January 3, 2017.

2. Therefore, the court

ROUTED TO COURT 12-14-16 MJ
RT'D TO D. CLERK 12-15-16

ROUTED TO COURT 12-15-16
RT'D TO D. CLERK 12-16-16

a. Restrains Defendant, **SETERUS, INC., BANK OF AMERICA, And FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE** from foreclosing on Plaintiffs' home located at 5827 Sagamore Bay Lane, Richmond, Texas 77469 and holding Substitute Trustee Sale of said home on January 3, 2017.

b. Orders the clerk to issue notice to Defendants, **SETERUS, INC., BANK OF AMERICA, And FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE**, that the hearing on Plaintiffs' Application for Temporary Injunction is set for _____, 2017, at _____ a.m./p.m. The purpose of the hearing shall be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits.

c. Sets bond at \$_____.

This order expires on _____, 2017.

SIGNED on 12/15, 2016, at 3 a.m./p.m.

Sp 12-16-16
HONORABLE PRESIDING JUDGE

*Denied.
TRO application
not verified
TREP 680*

APPROVED AS TO FORM:

L. MICKELE' DANIELS & ASSOCIATES

By: /s/ Byron Keith Watson

Byron Keith Watson

TBN: 20933600

Arena Tower I, Suite 580

7322 Southwest Freeway

Houston, TX 77074

Telephone: 713-995-4681

Telecopier: 713-995-4685

Bkwlaw@msn.com

ATTORNEYS FOR PLAINTIFFS

LEROY & ERIKA FRANKLIN, JR.

EXHIBIT B-7

**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK**

THE STATE OF TEXAS

CITATION

TO: **BANK OF AMERICA MORTGAGE
C/O CT CORPORATION SYSTEMS
4004 BELT LINE ROAD, SUITE 100
ADDISON, TX 75001**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **AMENDED PETITION & APPLICATION FOR TEMPORARY RESTRAINING ORDER** filed on **December 16, 2016**, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 1422 Eugene Heimann Circle, Richmond TX 77469. We are located on the first floor of the Courthouse building.

The case is presently pending before the **240TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas, and was originally filed on **December 14, 2016**. It bears cause number **16-DCV-237779** and is styled:

LEROY & ERIKA FRANKLIN, JR. VS. SETERUS, INC., BANK OF AMERICA AND FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE

The name and address of the attorney for **PLAINTIFF** is:

**L. MICKELE' DANIELS & ASSOCIATES
BYRON KEITH WATSON
ARENA TOWER I, SUITE 580
7322 SOUTHWEST FREEWAY
HOUSTON, TX 77074
713-995-4681**

The nature of the demands of said **PLAINTIFF** is shown by a true and correct copy of the **AMENDED PETITION & APPLICATION FOR TEMPORARY RESTRAINING ORDER** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, **on this the 22nd day of December, 2016**.

DISTRICT CLERK ANNIE REBECCA ELIZONDO
Fort Bend County, Texas

By: _____

Deputy District Clerk Debra Elizondo
Telephone: (281) 344-3959



EXHIBIT B-8

**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK**

THE STATE OF TEXAS

CITATION

TO: **SETERUS, INC.**
C/O CT CORPORATION SYSTEMS
1999 BRYAN STREET SUITE 900
DALLAS TX 75201-3136

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **AMENDED PETITION & APPLICATION FOR TEMPORARY RESTRAINING ORDER** filed on **December 16, 2016**, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, 301 Jackson, Richmond, Texas 77469, or by bringing it to the office. Our street address is 1422 Eugene Heimann Circle, Richmond TX 77469. We are located on the first floor of the Courthouse building.

The case is presently pending before the **240TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas, and was originally filed on **December 14, 2016**. It bears cause number **16-DCV-237779** and is styled:

LEROY & ERIKA FRANKLIN, JR. VS. SETERUS, INC., BANK OF AMERICA AND FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE

The name and address of the attorney for **PLAINTIFF** is:

L. MICKELE' DANIELS & ASSOCIATES
BYRON KEITH WATSON
ARENA TOWER I, SUITE 580
7322 SOUTHWEST FREEWAY
HOUSTON, TX 77074
713-995-4681

The nature of the demands of said **PLAINTIFF** is shown by a true and correct copy of the **AMENDED PETITION & APPLICATION FOR TEMPORARY RESTRAINING ORDER** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, **on this the 22nd day of December, 2016**.

DISTRICT CLERK ANNIE REBECCA ELLIOTT
Fort Bend County, Texas

By:

Deputy District Clerk Debra Elizondo -
Telephone: (281) 344-3959

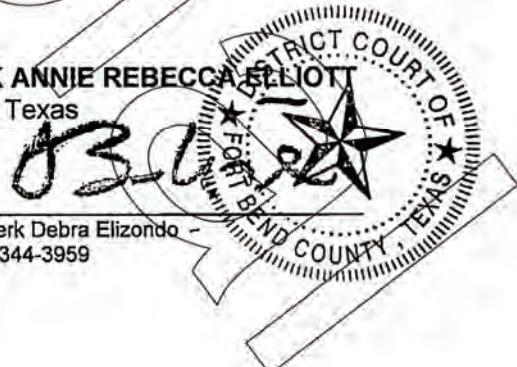


EXHIBIT B-9



CAUSE NO. 16 - DCV - 237779

LEROY & ERIKA FRANKLIN, JR.

Vs.

SETERUS, INC., BANK OF AMERICA
And FEDERAL NATIONAL MORTGAGE
ASSOCIATION, A/K/A FANNIE MAE

§ IN THE DISTRICT COURT

§ § FT BEND COUNTY, TX

§ § 240th DISTRICT COURTTEMPORARY RESTRAINING ORDER &
ORDER SETTING HEARING FOR PRELIMINARY INJUNCTION

1. After considering Plaintiffs LEROY & ERIKA FRANKLIN, JR.'s Application for Temporary Restraining Order, the pleadings, the affidavits, and arguments of counsel, the court finds there is evidence that harm is imminent to Plaintiffs, and if the Court does not issue the Temporary Restraining Order, Plaintiffs will be irreparably injured because Plaintiffs' home will be foreclosed and sold at a Substitute Trustee Sale in violation of the Texas Property Code and there is no recourse for Plaintiffs at this time and the harm is imminent.

An ex parte order, without notice to defendant, was necessary because there was not enough time to give notice to defendant, hold a hearing, and issue a restraining order before the irreparable injury, loss or damage occurred. Specifically, Defendant Seterus is the mortgage service provider in this matter whose principal office is in Hartford, Connecticut. Defendant Seterus has a registered agent for service, CT Corp Systems which is a corporation and there is no way of obtaining service on said Defendant in time to have a hearing and stop the attempted Substitute Trustee Sale scheduled for January 3, 2017.

2. Therefore, the court

ROUTED TO COURT

D. ELIZONDO

Date

12-21-16

RTD TO D. CLERK

12-22-16

a. Restrains Defendant, **SETERUS, INC., and BANK OF AMERICA**, from foreclosing on Plaintiffs' home located at 5827 Sagamore Bay Lane, Richmond, Texas 77469 and holding Substitute Trustee Sale of said home on January 3, 2017.

b. Orders the clerk to issue notice to Defendants, **SETERUS, INC., BANK OF AMERICA**, that the hearing on Plaintiffs' Application for Temporary Injunction is set for January 3, 2017, at 10:00 a.m./p.m. The purpose of the hearing shall be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits.

c. Sets bond at \$ 500.

This order expires on 1-3, 2017.

SIGNED on 12-22, 2016, at 10:00 a.m./p.m.

HONORABLE PRESIDING JUDGE

APPROVED AS TO FORM:

L. MICKELE' DANIELS & ASSOCIATES

By: /s/ Byron Keith Watson

Byron Keith Watson

TBN: 20933600

Arena Tower I, Suite 580

7322 Southwest Freeway

Houston, TX 77074

Telephone: 713-995-4681

Telecopier: 713-995-4685

Bkwlaw@msn.com

ATTORNEYS FOR PLAINTIFFS
LEROY & ERIKA FRANKLIN, JR.

EXHIBIT B-10

SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK

Temporary Restraining Order

THE STATE OF TEXAS

Cause No: 16-DCV-237779

To: **BANK OF AMERICA MORTGAGE
C/O CT CORPORATION SYSTEMS
4004 BELT LINE RD STE 100
ADDISON TX 75001**

WHEREAS, PLAINTIFF LEROY & ERIKA FRANKLIN, JR filed THEIR petition in the 240TH JUDICIAL DISTRICT COURT of Fort Bend County, Texas, on December 14, 2016, in a suit numbered 16-DCV-237779 on the docket of said Court, wherein LEROY & ERIKA FRANKLIN, JR. VS. SETERUS, INC., BANK OF AMERICA AND FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE alleging grounds for Injunction and Restraining Order;

all of which is more fully shown by a true and correct copy of party's petition which is attached hereto; and upon presentation of said petition to him and consideration thereof, the Honorable **CHAD BRIDGES** Presiding Judge of said 240th Judicial District Court, made the following order thereon:

"SEE ATTACHED ORDER"

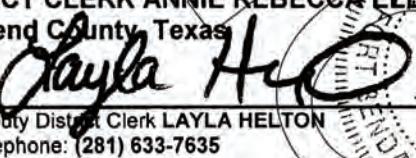
\$500.00 BOND

You are therefore commanded to obey in all things, the above Order and Fiat of the Honorable **CHAD BRIDGES** Presiding Judge of said Court;

until and pending the hearing of such pleading upon party's Application for a Temporary Injunction before the Judge of said Court at **9:00 AM on January 03, 2017**, in the 240th Judicial District Courtroom in the Court House of Fort Bend County, located at 1422 Eugene Heimann Circle, Richmond, Texas 77469, when and where you will appear to show cause why injunction should not be granted upon such petition effective until final judgment in such suit.

Given and Issued under my hand and seal of said Court, at office in Richmond, Texas, on this the 28th day of December, 2016.

**DISTRICT CLERK ANNIE REBECCA ELLIOTT
Fort Bend County, Texas**

By: 

Deputy District Clerk LAYLA HELTON
Telephone: (281) 633-7635

16-DCV-237779
2010ISTRO
Issuance - TRO/INJ>Show Cause Issued
4561154



FILE

EXHIBIT B-11

Temporary Restraining Order

SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK
THE STATE OF TEXAS

Cause No: 16-DCV-237779

To: **SETERUS, INC.**
C/O CT CORPORATION SYSTEMS
1999 BRYAN STREET SUITE 900
DALLAS TX 75201-3136

WHEREAS, PLAINTIFF LEROY & ERIKA FRANKLIN, JR filed THEIR petition in the 240TH JUDICIAL DISTRICT COURT of Fort Bend County, Texas, on December 14, 2016, in a suit numbered 16-DCV-237779 on the docket of said Court, wherein LEROY & ERIKA FRANKLIN, JR. VS. SETERUS, INC., BANK OF AMERICA AND FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE alleging grounds for Injunction and Restraining Order;

all of which is more fully shown by a true and correct copy of party's petition which is attached hereto; and upon presentation of said petition to him and consideration thereof, the Honorable CHAD BRIDGES Presiding Judge of said 240th Judicial District Court, made the following order thereon:

"SEE ATTACHED ORDER"

\$500.00 BOND

You are therefore commanded to obey in all things, the above Order and Fiat of the Honorable CHAD BRIDGES Presiding Judge of said Court;

until and pending the hearing of such pleading upon party's Application for a Temporary Injunction before the Judge of said Court at **9:00 AM on January 03, 2017**, in the 240th Judicial District Courtroom in the Court House of Fort Bend County, located at 1422 Eugene Heimann Circle, Richmond, Texas 77469, when and where you will appear to show cause why injunction should not be granted upon such petition effective until final judgment in such suit.

Given and Issued under my hand and seal of said Court, at office in Richmond, Texas, on this the 28th day of December, 2016.

DISTRICT CLERK ANNIE REBECCA ELLIOTT
Fort Bend County, Texas

By: *Layla Helton*

Deputy District Clerk LAYLA HELTON
 Telephone: (281) 633-7635



EXHIBIT B-12



ANNIE REBECCA ELLIOTT
DISTRICT CLERK
Fort Bend County, Texas

December 28, 2016

16-DCV-237779

**LEROY & ERIKA FRANKLIN, JR. VS. SETERUS, INC., BANK OF AMERICA
AND FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE**

NOTICE

The attachments to this notice are intended for **BYRON KEITH WATSON, 713-995-4681**. If you have received them in error, please return to the District Clerk's Office.

Do not take papers that are not intended for you.

Thank you.

ANNIE REBECCA ELLIOTT
District Clerk

Physical Address
1422 Eugene Heimann Circle, Room 10142
Richmond, Texas 77469

<http://www.fortbendcountytexas.gov>
Phone: (281) 341-4509
Fax: (281) 341-4519

Mailing Address
301 Jackson, Room 101
Richmond, Texas 77469

FILE

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

LEROY AND ERICA FRANKLIN, JR.,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	Civil Action No.
	§	
SETERUS, INC., BANK OF AMERICA and FEDERAL NATIONAL MORTGAGE ASSOCIATION, a/k/a FANNIE MAE,	§	
	§	
Defendants.	§	
	§	

DECLARATION OF MARK D. CRONENWETT

Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the following statements are true and correct:

1. My name is Mark D. Cronenwett. I am over the age of 21 years and am fully competent to make this Declaration. All statements of fact made herein are true, correct, and within my personal knowledge.

2. I am an attorney for Mackie Wolf Zientz & Mann, P.C., attorneys for Defendant Seterus, Inc.

3. On January 2, 2017, I searched for the Fort Bend County Appraisal District's valuation of the property located at common address 5827 Sagamore Bay Lane, Richmond, Texas 77469 (the "Property"). I found the appraisal record for the Subject Property.

4. I certify the following document attached hereto is a true and correct copy of the original, which I obtained from the Appraisal District website for Fort Bend County. This document is identified as an exhibit to this Declaration as indicated below:

C-1 Data Sheet from the Fort Bend County, Texas Central Appraisal District web-site on January 2, 2017.

This document is incorporated by reference for all purposes.

FURTHER DECLARANT SAYETH NOT."

SIGNED AND DECLARED this 2nd day of January, 2017.



Mark D. Cronenwett

EXHIBIT C-1

Case 4:17-cv-00003 Document 1-1 Filed in TXSD on 01/02/17 Page 88 of 88

Current Owner		Legal Description			Exemptions		Market				
Franklin Leroy N Jr & Erika W (O0181401) 5827 Sagamore Bay LN Richmond, TX 77469-7204		BRIDGEWOOD ESTATES SEC 3, BLOCK 1, LOT 27, ACRES 1.20			HS		\$584,740				
		Entities			Assessed		\$584,740				
		S01, G01, D01, F01									
Situs Address		History Information			2013						
5827 Sagamore Bay LN Richmond, TX 77469					2016	2015	2014	2013			
					Imp HS	\$464,140	\$482,250	\$351,060			
					Imp NHS	\$0	\$0	\$343,110			
					Land HS	\$120,600	\$120,600	\$76,490			
					Land NHS	\$0	\$0	\$81,270			
					Ag Mkt	\$0	\$0	\$0			
					Ag Use	\$0	\$0	\$0			
					Tim Mkt	\$0	\$0	\$0			
					Tim Use	\$0	\$0	\$0			
					HS Cap	\$67,400	\$32,540	-			
					Assessed	\$517,340	\$470,310	\$427,550			
Building Attributes		Improvements			Value						
Construction	Foundation	Exterior	Interior	Roof	Flooring	Type	Description	Area	Year Built	Eff Year	Value
CV	CS	BV	SR, W/P	GH, CS	CR, VT	R	Residential				\$464,140
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms	MA	Main Area	2994	2003	2003	\$235,740
CHA	3	ASG	2003		5	MA2	Main Area 2nd Story	1588	2003	2003	\$117,810
						AG	Attached Garage	442	2003	2003	\$15,230
						OP	Open Porch	84	2003	2003	\$950
						OP	Open Porch	25	2003	2003	\$280
						OP	Open Porch	72	2003	2003	\$810
						RP	Swimming Pools	360	2012	2012	\$34,090
						LS	Septic System	1			\$2,820
						WD	Wood Deck	364	2012	2012	\$5,080
						RC	Patio Covers		2012	2012	\$940
						PA	Patio concrete slab	210	2012	2012	\$1,340
						OP	Open Porch	364	2012	2012	\$4,690
						SPA	Spa	1	2012	2012	\$8,860
						MAA	Additional MA	209	2012	2012	\$17,750
						MA2	Main Area 2nd Story	209	2012	2012	\$17,750